

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPOSALS (“RFP”)

CITY OF DANIA BEACH, FLORIDA WATER TREATMENT PLANT UPGRADES

City of Dania Beach RFP No. 12-006

Prepared by

City of Dania Beach Public Services Department
100 West Dania Beach Boulevard
Dania Beach, FL 33004

and

Public Utility Management & Planning Services, Inc.
P.O. Box 221890
Hollywood, Florida 33022-1890

Document 00010

**CITY OF DANIA BEACH
NOTICE TO BIDDERS**

NOTICE IS GIVEN that the City of Dania Beach, Florida will be accepting sealed bids for:

**City of Dania Beach Water Treatment Plant Upgrades
City RFP No. 12-006**

A. Purpose

The City of Dania Beach (the “City”) desires to retain a design-build project team to provide the scope of services described below. Selection of the design-build team will be in accordance with Florida Statutes, Section 287.055 and Chapter 255. This Package provides guidelines for the submission of a Request for Proposal.

B. Scope of Services

The work shall generally consist of: design and construction of upgrades to a 3.0 MGD lime softening water treatment plant on the City’s existing water plant site located at 1201 Stirling Road, Dania Beach, Florida 33004. The building program will involve on-site piping, pretreatment, and refurbishment of the existing system is required. Issues to address include the aerators, catwalks, sludge pumps, accelerator equipment repairs, filter upgrades, and the like.

The sludge collection system shows metal deterioration that must be repaired in-situ. Miscellaneous repairs throughout the plant may be needed, which may include base work, weir repairs and cone repairs in the accelerators. While in fair shape, the corrosive environment of the accelerators and the presence of groundwater bacteria encourages deterioration. The filters have neither situation, which is why repairs to the filters will be minimal.

This scope of services (also referred to as the “Project”) may be expanded or reduced at the discretion of the City to either include or remove any one or more services.

C. Available Reports

All interested parties and individuals are strongly recommended to inspect the site at the time designated below.

D. Requirements of Proposers

Proposers interested in performing the services must exhibit considerable relevant experience with the desired type of work, and should emphasize both the experience

and capability of particular personnel who will actually perform the work. Proposers shall disclose any sub-consultants proposed to be utilized for the services.

Interested parties, corporate (or otherwise) and individuals must be fully licensed for the type of work to be performed in the State of Florida at the time a response to the RFP is submitted to the City. The proposal of any interested party who, or which, is not fully licensed and certified shall be rejected.

Sealed Proposals must be received by the City Clerk no later than 10:00 a.m. on Friday, April 13, 2012, for the City of Dania Beach Water Treatment Plant Upgrades Project. Bids received after this time will be returned unopened.

A **MANDATORY Pre-Bid meeting** will be held on Friday, March 16, 2012 at 9:30 a.m. at the City of Dania Beach Water Treatment Plant located at 1201 Stirling Road, Dania Beach, Florida 33004. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in this bid, and will provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, to all interested persons identified by the City as having received the Bid Documents.

The Bidder is required to check the website to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to insure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

II. PROPOSAL DUE DATE

Firms and individuals desiring to provide professional services for the Project shall submit one (1) original, so marked, a CD-ROM of the proposal, and six (6) copies of the Request for Proposal Package. The name of the bid shall be marked on the outside bottom left hand corner of the envelope as **“City of Dania Beach Water Treatment Plant Upgrades”, RFP #12-006**, and be addressed to:

Ms. Louise Stilson, City Clerk
City of Dania Beach, Florida
100 West Dania Beach Blvd
Dania Beach, FL 33304

Proposals will be publicly opened and read aloud at 10:30 a.m., on the date and address referenced above, and in the presence of the City Clerk or her designee. Award of the Proposal will be made at a subsequent City Commission meeting.

III. SUBMISSION OF PROPOSAL

A. Incurred Expenses

The City is not responsible for any expenses incurred in preparing and submitting responses to this RFP.

B. Interviews

The City reserves the right to conduct personal interviews and to require presentations from all Proposers prior to selection. The City will not be liable for any costs incurred by any interested parties or individuals in connection with such interviews and presentations (e.g., travel, accommodations, etc.).

C. Proposal Acknowledgement

By submitting a response, the Proposer certifies that the Proposer read and understands the qualification instructions and has full knowledge of the scope, nature, and quality of work to be performed.

D. Request for additional information

Proposer shall furnish such additional information as the City may reasonably require. This includes information that demonstrates adequacy of financial resources as well as the ability to provide the services; the City reserves the right to conduct investigations of the qualifications of any interested parties or individuals as it deems appropriate.

E. Signature Requirements

Proposals must be signed by duly authorized official(s) of the Firm submitting responses to this Proposal. Each Proposal shall identify the person with authority to bind the Firm or entity, which is authorized to act as the agent in execution of submitted documents on behalf of a Proposal team. Duly authorized official(s) of the proposing firm must be fully licensed for the type of work to be performed in the State of Florida at the time of the RFP submission.

F. Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all proposals and to waive minor irregularities in the submission and evaluation process.

IV. QUALIFICATION REQUIREMENTS OF PROPOSER.

In order to ensure that a uniform review process can be conducted and to obtain the maximum degree of evaluation, it is required that the proposed RFP's be organized in the manner specified. The proposals should be assembled in the order listed below and utilize the headings given.

The proposed RFP shall be bound within a three ring binder no larger than one and one-half (1½) inches with tabs separating the sections noted below:

- A. Title Page;
- B. Table of Contents;
- C. Letter of Interest.

Proposals submitted in notebooks larger than one and one-half (1-1/2) inches in a three ring binder or any other type of binding will not be considered for evaluation.

E. Proposer's Team

This section should identify the prime Contractor, design professionals, sub-consultants, project and staffing plan, organizational chart, and résumés. The organizational chart of the firm shall include those individuals who will be most directly involved with the project. The organizational chart shall illustrate a cohesive operational structure and demonstrate a sound communication system, which provides for effective responsibility at all functional levels.

Proposers shall identify the anticipated level of participation for each individual in comparison to his/her daily workload activities. Proposers shall identify a Project Manager, will be directly responsible for day-to-day communication and coordination with the City. Proposer's Project Manager shall be a duly licensed Professional Architect, Engineer, or both, and must be licensed in the State of Florida with a minimum of ten (10) years of experience in the management of projects equal to, or more intricate in technical scope than, the services listed in this RFP.

F. Questionnaire

Each respondent will be required to issue a written response to the following:

1) MANAGEMENT

- a. Provide a narrative of your proposed technical and management plan. Discuss briefly how you anticipate any major problems in a project, and how you approach solutions to any of those major problems. Describe the organizational chart and how you intend to complete work tasks under this chart; include identification of all staff members and their duties, locations

of offices, and methods of communicating information. Describe how subconsultants and subcontractors will be integrated into the organization of the project. Identify an actual project and describe how your technical and managerial methodology applied to such project; describe in detail what technical and managerial applications were conducted in order to keep the project on schedule and on budget. Identify internal and external channels of communication employed to achieve successful completion of project; provide a typical time (Gantt Style) bar chart comparing how well your performance rated against the bar chart.

- b. The City believes that the admission of failures or project shortcomings is critical in the overall maturity of applied expertise. Identify an actual project that you believe resulted in either a failure or a shortcoming. Identify sources of failure (technical and managerial weak spots, quality control issues, fiscal shortcomings, untimely deliverables, etc). Identify lessons learned and strategic implementation applied to anticipate and remedy any future shortcomings.

2) TEAM

- a. The City believes that a combined team effort between the City as the client and the Proposer is critical to the overall success of any project. Technical and managerial interaction at all levels is necessary if a project is to move forward smoothly. Confirm that your company is accustomed to working under this type of communication environment. Give specific details of previous experiences and applications. Describe how your organizational chart will be integrated with the City staff so as to achieve such team approach. Please specify names of personnel to be assigned to this Project and their duties. Indicate how your subconsultants are able to adapt to this type of working environment.
- b. Conversely, identify a poor communication situation that your company has encountered and how this affected the outcome of your project. Particular interest will be given to having dealt with municipal client(s). Provide details as to how your company overcame particular communication difficulties. Identify the strategies that were applied to overcome such situations and how this strategy had an impact upon the success of the project.

3) QUALITY ASSURANCE (“QA”) / QUALITY CONTROL (“QC”)

- a. Provide detailed information as to your team’s QA/QC (or other applicable quality control nomenclature) policy. Indicate specific steps conducted for technical review of any type of deliverable prior to submission to a client. Identify standard processes used. Define key success factors that demonstrate that such policy was effective.

G. Firm Experience

As a minimum requirement, the Proposer shall include recent (within the last five (5) years) direct firm experience in the design and construction of capital improvement projects, and which projects involved directing the same or a more complex scope of services than those listed in this RFP, under a parallel or higher responsibility level. Demonstration of the team's experience together is preferred.

H. Approach to Scope of Services

This section shall include a statement as to the project understanding, planned project approach, and a tentative time of performance for the scope of services.

I. Direct Project Experience

Proposers shall submit to the City examples of previous directly-related project experience in the following fashion:

1. Bibliography of projects for which services were rendered under the same name as the firm submitting the Proposal (any deviation from this must be accompanied by evidence which demonstrates that the principal members of the firm credited with the project in the bibliography are substantially the same as those submitting the Proposal; the City has the right to accept or reject such evidence). Projects completed in the State of Florida should also be highlighted. Each project listed in the bibliography shall include the following information:
 - a. Location
 - b. Description
 - c. Client
 - d. Cost of project – estimated cost and actual cost after completion.
 - e. Specific service performed by the firm submitting the Proposal and principal in charge.
 - f. Whether or not the firm was the principal firm in charge of the project, and if not, the name of the principal firm.
 - g. Date of completion.
 - h. References which identify a contact person familiar with the project (or portions of the project) and the services performed by the firm; list name, address and telephone number of the contact person.

In the case of team submittals or joint venture submittals, the bibliography shall clearly specify which individual firm was responsible for the project (or portions of the project) listed.

2. Identification of all sub-consultants who or which participated in the project task, including the respective tasks they were to perform and evidence of their qualifications.
3. Statement of litigation and any other dispute resolution proceedings (e.g., arbitration, mediation) in which the firm or staff of firm is currently involved, or has been involved over the past five (5) years, stating points of contention and results, if available.
4. Total fees for work done for the City of Dania Beach in the past five (5) years.

J. Office Location

Description of the primary office location, address, and telephone numbers must be identified and must include the applicable information for both the Proposer and all subconsultants. Preference will be given to Proposers with primary office locations within a twenty-five (25) mile radius of the City of Dania Beach, City Hall, 100 West Dania Beach Blvd, Dania Beach, Florida 33004.

K. Qualification Forms

All Proposers shall complete the Qualification Forms provided. The forms can be copied for typed information or reproduced in word processing format. Forms may be submitted in duplicate, as needed, to present all relevant information.

L. Standard Form 330

Attach one (1) completed set of the form for the Proposer, and one set for each subconsultant listed.

M. Contractual Conditions

All respondents to this RFP will be required, if selected to perform the work, to execute a Design/Build Agreement within forty-five (45) days of award of a Contract by the City of Dania Beach, Florida, City Commission. A “draft” copy of the Contract is attached. The failure to execute a Contract within forty-five (45) days of award results in the automatic termination of negotiations with the top ranked firm (unless extended in writing by the City) and the commencement of negotiations with the second ranked firm. Likewise, should the second ranked firm not be in a position to enter into and execute a Contract within forty-five (45) days of an award of Contract, negotiations will be initiated with the next highest ranked firm. The process

will continue until such time as an agreement has been reached. **NO CONTRACT SHALL BE EFFECTIVE UNLESS AND UNTIL IT HAS BEEN EXECUTED BY BOTH THE CITY AND THE DESIGN-BUILD FIRM. THE SELECTION OF A SUCCESSFUL PROPOSER BY THE CITY COMMISSION AND THE AWARD OF A CONTRACT SHALL NOT BE DEEMED TO BIND THE CITY TO A CONTRACT.**

N. Other Information

This section should include copies of Certificates of Insurance, an executed Public Entity Crimes Statement, applicable business and professional licenses, and other information the Proposer considers pertinent for consideration. If any Proposer is a certified minority business enterprise, evidence to that effect should also be furnished.

V. EVALUATION OF PROPOSALS

The City will evaluate and select a firm in conformance with the procedure required by Florida law (Section 287.055, Florida Statutes). Scoring will be based on a 25 point scale. The City's procedure for selection is as follows:

1. Issuance of the RFP.
2. Receipt of responses to the RFP.
3. A City selection committee shall score each submittal in accordance with the rating guidelines, and may schedule interviews, presentations, or both by the top-ranked firms.
4. The committee will rank qualified firms in order of preference, and present its recommendations to the City Commission. In the event that the City Commission desires to conduct presentations, presentations will be scheduled before the City Commission prior to authorizing staff to enter into negotiations.
5. Upon the successful completion of negotiations, an agreement shall be presented for final approval by the City Commission.

Note: The position of becoming a ranked firm does not mean that a Contract will be awarded, as subsequent negotiations may not yield a contract satisfactory to both the City and the Proposer. Terms of the standard contract are not negotiable.

The following guidelines will be used for evaluating responses of Proposer (with associated weighing):

1. **Company's Expertise (5 points)** - Rating is to be based on information provided on experience related to the type of work described within this RFP. If a firm has directly related expertise in Water Treatment Plant Upgrading and Renovation

Projects, it may have a higher rating (5 points) than a firm which has had incidental experience in other types of projects. The level of difficulty and the successful overcoming of strategic challenges in similar projects may also receive higher ratings. Firms with previous direct work in South Florida may, again, receive higher ratings. Firms with properly defined and functional Team and Quality Control policies may, even still, receive higher ratings.

2. **Previous Staff Experience (5 points)** - Rating is to be based on staff's directly related experience on similar jobs and substance of staff résumés submitted. Significant experience in performing substantially the same type of projects may receive higher points. Limited staff experience in Water Treatment Plant Upgrading and Renovation Projects may receive fewer points. **No staff experience in membrane water plant construction shall receive zero (0) points.**
3. **Current and Projected Workload (2 points)** - Rating is to reflect the workload (both current and projected) of the firm, staff assigned and the percentage availability of the staff member assigned. **Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points.**
4. **Office Location (1 point)** - Office location is based on ease of Proposer to execute any level of the contract Work and provide subsequent responsiveness. However, **to receive any points in this rating, the bulk of the work must be performed in the closest local office.** Firms located outside a twenty-five (25) mile radius of City Hall shall receive zero points.
5. **Demonstrated Prior Ability to Complete Project on Time (3 points)** – Respondents shall provide a tentative project schedule for the Project described in this RFP. Respondents shall be evaluated on the logic applied to each timeline, interrelationships between project timelines, and predicted impacts to scheduled projects, as well as subsequent know-how in establishing a streamlined and successful delivery process. Respondents will be evaluated based on previous experience in the successful completion and steadfast conformance to similar project time frames. Specific attention will be given to successful strategic and managerial approaches utilized to exercise timely project completion, as well as the ability of the Respondent to provide full dedicated attention to each workload priority. Respondents who or which have demonstrated an inability to complete projects on time shall receive fewer points.
6. **Demonstrated Prior Ability to Complete Project on Budget (3 points)** - Proposers will be evaluated on their capacity to establish competitive and technically responsive projects, as well as their capacity to adhere to initial budgets. Comparisons shall be made between initial negotiated task costs and final completion costs. Respondents shall be given the opportunity to explain budgetary overruns and consideration shall be given to scope modifications as a result of expansions or reductions in the original scope. Value engineering applications

shall be evaluated in this section. Unjustified budgetary overruns shall receive fewer points.

7. **Volume of Work Previously Awarded to Firm (maximum - 3 points)** - This rating is to be used for the separation of firms with tie scores only after the previous six (6) evaluation criteria scores are totaled, by giving an advantage to those firms that are not currently performing work with the City. Firms that have done little or no work with the City may receive 3 points; firms with numerous City contracts, 0 points. It should be noted that should two (2) firms be tied for first rank, this rating would separate them, ranking the lower score in second place. This criterion will likewise be used to differentiate between the second and third place, as well as the third and fourth place firms where ties exist. The only time a firm would “drop off” the short list of a committee member would be in the event of a third place tie, where this factor would be used to separate the third place firms into third and fourth places.

Once the short-list has been developed, the low bid from the short-list will be awarded the contract, assuming it is responsive and responsible. The City reserves the right to reject all bids.

THIS SHEET MUST BE SIGNED

Respondent's Checklist

City Project Name: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

Important: Please read carefully, sign in the spaces indicated and return with your Proposal.

Respondent should check off each of the following items as the necessary action is completed:

1. Proposal Package submitted in accordance to the requisites stated in the RFP.
2. Any delivery information required is included.
3. Any addenda have been signed and included.
4. The mailing envelope is addressed in accordance with the RFP.
5. The mailing envelope must be sealed and marked with Proposal title and due date.
6. The Proposal must be mailed or delivered in time to be received no later than the specified due date and time.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE TITLE OF THIS RFP IN THE LOWER LEFT HAND CORNER OF THE COURIER PACKET

Company Name:

Signature

Print Name and Title

Date

Document 00020

NOTICE OF APPARENT LOW BIDDER

You are notified pursuant to the attached Bidder's List that you are the Apparent Low Bidder for **"City of Dania Beach Water Treatment Plant Upgrades", City RFP Bid No. 12-006.**

Please submit the original Insurance Agent Statement Form (Document 00400) to the attention of the City's Director of Human Resources and Risk Management, City of Dania Beach, Florida, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, by 5:00 pm on the third Business Day after the date of this Notice (excluding the date that this Notice is sent).

Document 00300

BID TO

THE CITY OF DANIA BEACH, FLORIDA

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

CITY RFP NO. 12-006

COMMENCEMENT: UPON OWNER'S ISSUANCE OF "NOTICE TO PROCEED"

FINAL
COMPLETION: (365) CALENDAR DAYS FROM "NOTICE TO PROCEED"

BID BOND: 5% (FIVE PERCENT) OF THE TOTAL AMOUNT OF THE BID

Made as of _____, 20__.

BIDDER: _____

ADDRESS: _____

CONTACT PERSON:_____

TELEPHONE: _____

FAX: _____

ORGANIZATION
TYPE: _____ INDIVIDUAL
_____ PARTNERSHIP
_____ CORPORATION
OTHER _____

Document 00400

INSURANCE AGENT STATEMENT

I have reviewed the requirements with Bidder, _____ and Bidder meets the insurance requirements as required by Article 31 of the Instructions to Bidders. In addition:

The policies described in the Bid documents carry the following deductibles:

Liability policies are *occurrence* _____ *claims made* _____

Insurance Agent

Signature

(Corporate Seal or Notary information below is required)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ on behalf of _____ () who is personally known to me OR () who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires:

(This Form is to be submitted by the “apparent low bidder” by 5:00 pm on the third Business Day after the date of issuance of the “Notice of Apparent Low Bidder” (excluding the day the Notice is sent)).

Document 00410

BID SECURITY FORM

All bids shall be accompanied by a Bid Security in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in the Instructions to Bidders, and on the attached form, or in the alternative, a cashier's check drawn on a Florida bank, payable to the City of Dania Beach, Florida. The amount of the bid security shall be equal to five percent (5%) of the TOTAL amount of the bid.

ATTACH CASHIER'S CHECK HERE

OR

COMPLETE BID BOND (USE ATTACHED FORM ONLY)

**NON-RESPONDENT'S RESPONSE TO
REQUEST FOR PROPOSAL NO. 12-006**

For purposes of maintaining an accurate mailing list and facilitating your firm's response to the City's RFP, the City is interested in ascertaining reasons for any prospective Proposer's failure to respond to this RFP.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to.

Ms. Louise Stilson, City Clerk

City of Dania Beach

100 West Dania Beach Blvd

Dania Beach, FL 33304

Telephone

(954) 924-6800 x 3623

Fax

(954) 921-2604

E-mail

lstilson@ci.dania-beach.fl.us

Failure to respond to two successive RFP's, or the return of this form, may result in removal of your firm's name from the City's bidder list.

We are not responding to this RFP for the following reason(s):

_____ Services requested not available through our company.

_____ Our firm could not meet specifications.

_____ Project too small.

_____ Insufficient time allowed for preparation of response.

_____ Incorrect address used. Please correct mailing address:

_____ Other reason(s):

Name of Firm: _____

Mailing Address: _____

City, State, Zip: _____

By: _____

Signature of Representative

QUESTIONS REGARDING PROPOSAL PROCESS

All requests for clarification or additional information regarding the services must be addressed in writing to:

Mr. Dominic F. Orlando, P.E., Director of Public Services

City of Dania Beach, Florida	Telephone	(954) 924-3740
100 West Dania Beach Blvd	Fax	(954) 923-1109
Dania Beach, FL 33004	E-mail	dorlando@ci.dania-beach.fl.us

and

Dr. Frederick Bloetscher, P.E., President

Public Utility Management and Planning Services Inc.

P.O. Box 221890	Telephone	(239) 250-2423
Hollywood, FL 33022	Fax	(954) 925-2692
	E-mail	h2o_man@bellsouth.net

Verbal inquiries will not be considered.

Written requests for clarification will be received until ten (10) days prior to the submittal date. Proposers may conduct scheduled guided site inspections of any relevant facility prior to submitting a proposal. It is highly recommended that all short listed firms develop a comprehensive knowledge of the facilities and infrastructure prior to their presentation to the City's Selection Committee.

Document 00420

CONTRACTOR'S SWORN QUALIFICATION STATEMENT

THE UNDERSIGNED CERTIFIES UNDER OATH THE TRUTH AND CORRECTNESS OF ALL STATEMENTS AND OF ALL ANSWERS TO THE QUESTIONS MADE BELOW:

Submitted to: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

PROJECT TITLE: City of Dania Beach Water Treatment Plant Upgrades

CITY RFP NO. 12-006

TYPE OF CONTRACTOR _____ General _____ Landscape
_____ Water and Sewer _____ Paving and Drainage
_____ Other Specify _____

ORGANIZATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

PRINCIPAL OFFICE ADDRESS: _____

HOW DID YOU LEARN OF THE REQUEST FOR BIDS FOR THIS PROJECT? (**Answer is required**) _____

1. Years your organization has been in business as a contractor? _____
2. Years your organization has been in business under its present business name? _____
3. If a corporation, answer the following:
 - (A) Date of incorporation: _____
 - (B) State of incorporation: _____
 - (C) President's name: _____
 - (D) Vice President's name: _____

- (E) Secretary's name: _____
- (F) Treasurer's name: _____
- (G) All Directors' names: _____
- (H) All Shareholders' names _____
(unless too extensive to respond; if so, indicate number of shareholders if known):

4. If an individual or partnership, answer the following:

- (A) Date of organization: _____
- (B) Name and address of all partners
(state whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name of principals:

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. _____

7. We normally perform the following work with our own forces: _____

8. Have you ever failed to complete any work awarded to you? Yes____ No ____
If so, note when, where and why. _____

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?
Yes _____ No _____ If yes, attach a separate sheet of explanation.
10. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No _____ If yes, attach a separate sheet of explanation.
11. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes _____ No _____ If yes, attach a separate sheet of explanation.
12. Within the last ten years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?
Yes _____ No _____ If yes, attach a separate sheet of explanation.
13. On the attached supplemental sheets, list major projects your organization has in progress, giving the name of project, owner, landscape/architect or architect/engineer, contract amount, percentage of project completed and the scheduled completion date.
14. On the attached supplemental sheets, list similar major projects your organization has completed in the past five (5) years, giving the name of the project, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
15. On the attached supplemental sheets, list the equipment that your organization owns, leases or will lease or purchase that will be utilized to complete this project.
16. On the attached supplemental sheets, list the construction experience of the key individuals of your organization, who will be working on this project.
17. On the attached supplemental sheets, list the section of work, name of subcontractor and construction experience of the key individuals of your subcontractors who will be working on this project.
18. On the attached supplemental sheets, list the substitution labor/equipment/materials specified, if any, which are proposed for this project.
19. On the attached supplemental sheets, list the suppliers or which will be furnishing materials or equipment for this project.
20. Trade References: _____

21. Bank References: _____

22. Local Government References: _____

23. Name of bonding company and name and address of agent (if applicable to this project).

Signature

Title

PRINT Name

Date

Document 00430

ACKNOWLEDGMENT OF INSPECTION

The Contractor acknowledges that the site(s), condition(s) or both specified below have been inspected prior to submission of this Bid.

Deviation(s) from existing conditions, plans, or specifications evidenced by the Contractor shall be listed below. The Contractor shall not be relieved from its obligations to comply with all plans and specifications by its failure to note any deviations which may exist.

DEVIATIONS: YES _____ NO _____
(IF YES, DESCRIBE DEVIATIONS BELOW)

Plant Location: _____

Plant Location: _____

Inspection Date _____

Inspected By _____

Title _____

Print Name _____

Signature _____

END OF ACKNOWLEDGMENT OF INSPECTION

Document 00440

CITY OF DANIA BEACH, FLORIDA
Sworn Statement Under §287.133(3)(a), Florida Statutes
Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with City RFP No. 12-006
2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-

jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of “No Contest”).

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. _____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose Printed Name
first appears above)

Date

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____
who (check one) [☐] is personally known to me or [☐] has produced _____
as identification.

Notary Public, State of _____

Print or Type Name of Notary Public

My commission expires:
(Seal)

END OF PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

27

ACKNOWLEDGMENT OF CONFORMANCE

WITH

FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

_____, Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, that it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 et seq. Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. The cost of compliance with all such requirements has been included in the Bid.

CONTRACTOR:

Witness

Name of Contractor

Print Name

Signature

Witness

Print Name, Title

Print Name

_____, 20____.
Date

(CORPORATE SEAL)

END OF TRENCH SAFETY ACKNOWLEDGMENT

Document 00470

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Contractor that has submitted the Bid/Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Contractor may have with the City of Dania Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Contractor agrees and understands that Contractor shall give the City written notice of any other relationships, professional, financial or otherwise that Contractor enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

3. I have attached an additional page to this form explaining why such relationships, if they exist, do not constitute a conflict of interest relative to performing the services sought in the Bidding and Contract documents.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on _____, 20____, by _____, who
(check one) [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of _____

Print or Type Name of Notary Public

My commission expires:

Document 00500

DESIGN/BUILD AGREEMENT

Between

THE CITY OF DANIA BEACH, FLORIDA

and

for

DESIGN/BUILD SERVICES FOR THE

CITY OF DANIA BEACH WATER TREATMENT PLANT UPGRADES

IN DANIA BEACH, FLORIDA

This is an Agreement between the City of Dania Beach, Florida, a municipal corporation, its successors and assigns, referred to as (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and _____, a _____ corporation referred to as ("_____") located at _____, referred to as ("DESIGN/BUILD FIRM").

WHEREAS, the City has met the requirements of Section 287.055, Florida Statutes, the Florida Consultants' Competitive Negotiation Act, and has selected a DESIGN/BUILD FIRM to perform services under this Agreement.

In consideration of the mutual terms and conditions, promises, covenants and payments set forth below, CITY and DESIGN/BUILD FIRM agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 **Agreement**: The terms, conditions, attachments and exhibits referred to in this RFP, which are made a part of and incorporated into this Agreement.

- 1.2 **Change Order:** A written document ordering a change in the Total Contract Price, Contract Time, or a material change in the Work as determined by the Contract Administrator.
- 1.3 **Commission:** The City Commission of the City of Dania Beach, Florida, which is the governing body of the Dania Beach municipal government created by the Dania Beach Charter.
- 1.4 **Construction Change Directive:** A written order prepared by the Design Criteria Professional or Contract Administrator directing a change in the Work and stating the proposed basis for adjustment, if any, in the Total Contract Price and Contract Time, or both. The Contract Administrator may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, with the Total Contract Price and Contract Time, or both, being adjusted accordingly.
- 1.5 **Contract** means this Agreement
- 1.6 **Contract Administrator:** Entity or person designated by the City to administer this Agreement.
- 1.7 **Contract Documents:** This Agreement and all of its exhibits, attachments, forms, drawings and specifications, Request For Proposal, Step I and Step II, and the responses of the DESIGN/BUILD FIRM (as negotiated and accepted by the City), any Addendum, Addenda, the record of the contract award by the City Commission, Performance Bond and Payment Bond, Notice of Award, Notice to Proceed, Purchase Order, and all agreed upon contract and design modifications issued after execution of this Agreement are the documents which are collectively referred to as the Contract Documents. A detailed enumeration of the applicable drawings and specifications are provided in Form “Q” as modified by mutual agreement by the parties to this Agreement.
- 1.8 **Contract Price Adjustment Memorandum (Memoranda) (“CPAM”):** A document issued to memorialize the allocation of Owner’s allowance account.
- 1.9 **Contract Time:** The time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates established in the Contract, as they may be amended by Change Order.
- 1.10 **City or Owner:** The City of Dania Beach, Florida, the public body which is a party to this Agreement and for which this Agreement is to be performed. In all respects, the City’s performance is pursuant to City’s position as the Owner of a construction project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City’s authority as a

governmental body, and shall not be attributable in any manner to the City as a party to this Agreement.

- 1.11 **City Administrator:** The City Manager or his designee for the City of Dania Beach, Florida.
- 1.12 **City Attorney:** The chief legal counsel for City.
- 1.13 **City Project Manager:** Employee of the City representing the Contract Administrator on this project.
- 1.14 **Design Build Firm:** The Architect/Engineer who will provide to the DESIGN/BUILD FIRM the design and other related professional services for the Project.
- 1.15 **Design Criteria Professional:** The primary design professional (architect or engineer) registered to practice the respective discipline under the laws of Florida, hired by or employed by the City to prepare the Design/Build Design Criteria Package and to perform related professional duties assigned by the City during the execution of the Project.
- 1.16 **Field Order or Supplemental Instruction:** A written order which orders minor changes or interpretations of the Contract Documents, but which does not involve a change in the Total Contract Price and Contract Time.
- 1.17 **Final Completion:** The date certified by DESIGN/BUILD FIRM and as finally determined by Contract Administrator in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Contract Administrator; any other documents required to be provided by this Agreement have been received by DESIGN/BUILD FIRM; and to the best of DESIGN/BUILD FIRM's knowledge, information and belief, the Work defined in this Agreement has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.18 **General Conditions:** The provision of facilities or performance of work by the DESIGN/BUILD FIRM for items which do not lend themselves readily to inclusion in one of the separate trade contracts. Payment for the General Condition Items shall be included as part of the Total Contract Price.
- 1.19 **Notice To Proceed:** A written notice to DESIGN/BUILD FIRM issued by Contract Administrator authorizing the commencement of specified Work.
- 1.20 **Owner's Allowance Account:** The Owner's Allowance Account is available at the discretion of the Contract Administrator to cover additional elements of Work not included in the DESIGN/BUILD FIRM's Design Build Services. The DESIGN/BUILD FIRM shall not perform Work subject to the Owner's Allowance Account without the

Contract Administrator's prior written issuance of a Contract Price Adjustment Memorandum transferring such approved amounts to the Design Build Services and authorizing DESIGN/BUILD FIRM to proceed with Work. At final payment, any amount remaining in the Owner's Allowance Account shall be retained by the CITY.

- 1.21 **Plans and Drawings:** The official graphic representations of this Design/Construction project, which are a part of the Contract Documents.
- 1.22 **Pricing Documents:** The set of documents upon which any compensation beyond the Total Contract Price will be paid. These pricing documents encompass all of the Forms.
- 1.23 **Project:** The design/construction project described in the Contract Documents, including the Work described in this RFP.
- 1.24 **Project Initiation Date:** The date upon which the Contract Time commences.
- 1.25 **Sub-consultant or Sub-contractor:** A firm, partnership, corporation or other entity having a direct contract with the DESIGN/BUILD FIRM for all or any portion of the work, or who or which furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.
- 1.26 **Substantial Completion:** That date, as certified in writing by DESIGN/BUILD FIRM and as finally determined by Contract Administrator, whose approval may not be unreasonably withheld, that the Work, or a portion of it, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy, use or occupy, and can operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/CITY authorization for limited or conditional occupancy acceptable to Contract Administrator) must be issued for Substantial Completion to be achieved. However, the issuance of a Certificate of Occupancy or the date it is issued are not to be determinative of the achievement or date of Substantial Completion.
- 1.27 **Surety:** The surety company or individual which is bound by the performance bond and payment bond with and for DESIGN/BUILD FIRM which is primarily liable, and which surety company or individual is responsible for Design/Build Firm's acceptable and timely performance of the work under this Agreement and for the payment of all debts pertaining to it in accordance with Section 255.05, Florida Statutes.
- 1.28 **Total Contract Price:** The amount established in the Contract as the total lump sum price, as may be amended by Change Order, including all changes and amendments or use of Owner's Allowance Account.

- 1.29 **Work or work:** The totality of the obligations, including design and construction and other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the DESIGN/BUILD FIRM to fulfill DESIGN/BUILD FIRM'S obligations.

ARTICLE 2

THE WORK

- 2.1 **Intention of City:** It is the intent of the City to describe in the Contract Documents a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction, other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, shall be supplied by DESIGN/BUILD FIRM, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning, are used to describe Work, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit issuance. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
- 2.2 DESIGN/BUILD FIRM shall plan, record and update, at least monthly, the design and construction schedule of the Project. The Schedule shall indicate the dates for the commencement and completion of the various stages of design construction and shall be revised as required by the conditions of the Work. The Progress Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. DESIGN/BUILD FIRM shall be responsible to have available to it all materials, supplies, appropriate personnel, trades, etc., necessary to complete the Work in accordance with the Schedule.

ARTICLE 3

SCOPE OF SERVICES

DESIGN/BUILD FIRM shall provide all services as follows:

The Work shall generally consist of: design and construction of upgrades to a 3.0 MGD lime softening water treatment plant on the City's existing water plant site located at 1201 Stirling Road, Dania Beach, Florida 33004. The building program will involve on-site piping, pretreatment, and refurbishment of the existing system is required. Issues to address include the aerators, catwalks, sludge pumps, accelerator equipment repairs, filter upgrades, and the like.

The sludge collection system shows metal deterioration that must be repaired in-situ. Miscellaneous repairs throughout the plant may be needed, which may include base work, weir repairs and cone repairs in the accelerators. While in fair shape, the corrosive environment of the accelerators and the presence of groundwater bacteria, encourages deterioration. The filters have neither situation, which is why repairs to the filters will be minimal.

This scope of services (also referred to as the "Project") may be expanded or reduced at the discretion of the City to either include or remove any one or more services.

ARTICLE 4
TIME FOR PERFORMANCE; DESIGN/BUILD FIRM DAMAGES; LIQUIDATED
DAMAGES

- 4.1 DESIGN/BUILD FIRM shall perform the services described in the Scope of Services in the RFP package, within the time period of Three Hundred Sixty-Five (365) days from the date of the Notice to Proceed to Final Completion for such services.
- 4.2 Prior to beginning the performance of any services under this Agreement, DESIGN/BUILD FIRM must receive a Notice to Proceed. DESIGN/BUILD FIRM must receive written approval from CONTRACT ADMINISTRATOR prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for DESIGN/BUILD FIRM to proceed to a subsequent phase, CONTRACT ADMINISTRATOR may, at his or her sole option, require DESIGN/BUILD FIRM to submit the itemized deliverables.
- 4.3 Receipt of all permits by DESIGN/BUILD FIRM is a condition precedent to the issuance of a Notice to Proceed for construction. The Work to be performed pursuant to Notice to Proceed for Construction shall be commenced within ten (10) calendar days of the date specified in the Notice to Proceed for Construction.
- 4.4 In the event DESIGN/BUILD FIRM is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of DESIGN/BUILD FIRM, or because of delays which were caused by factors outside the control of DESIGN/BUILD FIRM, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of DESIGN/BUILD FIRM to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 4.5 In the event DESIGN/BUILD FIRM fails to substantially complete the Project on or before the Substantial Completion date specified in this Agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall pay to CITY an

amount as set forth below. This provision shall not affect the rights and obligations of either party as set forth in Article 9.

- 4.6 In the event DESIGN/BUILD FIRM fails to complete the phases of services identified in Article Three on or before the applicable Time for Performance, DESIGN/BUILD FIRM shall pay to CITY the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions, until completion of the phase:

Project Phase	Amount
Phase I – Construction Documents Development	\$100.00
Phase II – Construction	\$250.00

These amounts are not penalties but are liquidated damages payable to the CITY for DESIGN/BUILD FIRM's inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the respective phases within the applicable Times for Performance. This provision shall not affect the rights and obligations of either party as set forth in Article 8.

- 4.7 Substantial Completion Date: When DESIGN/BUILD FIRM considers that the Work, or portion of it designated by Contract Administrator pursuant to Section 4.10, has reached Substantial Completion, DESIGN/BUILD FIRM shall so notify Contract Administrator and Design Criteria Professional in writing with a comprehensive list of items to be completed or corrected by DESIGN/BUILD FIRM. Design Criteria Professional shall then promptly make a preliminary inspection of the Work. When Design Build Architect/Engineer and Design Criteria Professional, on the basis of the preliminary inspection, determine that the Work or designated portion is substantially complete, Design Criteria Professional will notify the Contract Administrator. Contract Administrator shall then, with the Design Criteria Professional, Design Build Architect/Engineer and DESIGN/BUILD FIRM, perform the Contract Administrator's Substantial Completion Inspection. At the completion of the Contract Administrator's Substantial Completion Inspection, the Design Build Architect/Engineer shall issue a Substantial Completion Inspection Report determining whether Substantial Completion has been achieved and prepare a Substantial Completion Punch List.

- 4.7.1 When the Contract Administrator's Substantial Completion Inspection has determined that Substantial Completion of the Work, or a portion of it, has been

achieved, the Design Build Architect/Engineer shall prepare a Certificate of Substantial Completion for execution by the Parties and the Design Build Architect/Engineer and Design Criteria Professional. The Certificate of Substantial Completion shall state: 1) the Date of Substantial Completion; 2) the responsibilities of CITY and DESIGN/BUILD FIRM for security, maintenance, utilities, damage to the Work, and insurance; and 3) list all work yet to be completed (Substantial Completion Punch List) to satisfy the requirements of the Contract Documents for Final Completion.

- 4.7.2 The failure to include any items of corrective work on the Substantial Completion Punch List does not alter the responsibility of DESIGN/BUILD FIRM to complete all of the Work in accordance with the Contract Documents.
- 4.7.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion of it unless otherwise provided in the Certificate of Substantial Completion.

4.8 Notification of Change of Contract Time or TOTAL CONTRACT PRICE:

- 4.8.1 Any claim for a change in the Contract Time or TOTAL CONTRACT PRICE shall be made by written notice delivered by DESIGN/BUILD FIRM to the Design Build Architect/Engineer with a copy to Design Criteria Professional and Contract Administrator within twenty (20) calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within ten (10) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered unless Design Build Architect/Engineer allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by DESIGN/BUILD FIRM's written statement that the adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled as a result of the occurrence of the event. All claims for adjustment in the Contract Time or TOTAL CONTRACT PRICE shall be determined by and in accordance with Article 17. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.
- 4.8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of DESIGN/BUILD FIRM if a claim is made as provided in Section 4.8.1. Such delays shall include, but not be limited to, acts or neglect of any other separate DESIGN/BUILD FIRM employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

4.9 Use of Completed Portions:

- 4.9.1 CITY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents.
- 4.9.2 In the event CITY takes possession of any completed or partially completed portions of the Project, the following shall occur:
 - 4.9.2.1 CITY shall give notice to DESIGN/BUILD FIRM in writing at least thirty (30) calendar days prior to CITY's intended occupancy of a designated area.
 - 4.9.2.2 DESIGN/BUILD FIRM shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from CITY.
 - 4.9.2.3 Upon DESIGN/BUILD FIRM's issuance of a Certificate of Substantial Completion, CITY will assume full responsibility for maintenance, utilities, subsequent damages of or by CITY and the public, adjustment of insurance coverages and start of warranty for the occupied area unless otherwise agreed in writing by the Parties.
 - 4.9.2.4 DESIGN/BUILD FIRM shall complete all items noted on the Certificate of Substantial Completion within the time specified in Section 4.4 and request final inspection and final acceptance of the portion of the Work occupied. Payment for accepted portions of the Work shall be made in accordance with the procedure specified in Article 5.
 - 4.9.2.5 If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to in writing by CITY and DESIGN/BUILD FIRM. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of DESIGN/BUILD FIRM to such occupancy or use shall not be unreasonably withheld.

ARTICLE 5
COMPENSATION

- 5.1 CITY agrees to pay DESIGN/BUILD FIRM for the DESIGN/BUILD FIRM'S performance of the Work the Contract Sum of not to exceed the amount of _____ (\$_____), subject to additions and deductions as provided in the Contract Documents, for all services as related to:

Work Breakdown Schedule

Insert Work Breakdown Schedule

Rest of page intentionally left blank

5.1.1 Owner's Allowance Account: The Owner's Allowance Account is available at the sole discretion of the Contract Administrator to cover additional elements of Work not included in the DESIGN/BUILD FIRM'S Design Build Services. The DESIGN/BUILD FIRM shall not perform Work subject to the Owner's Allowance Account without the Contract Administrator's prior issuance of a Contract Price Adjustment Memorandum transferring such approved amounts to the Design Build Services and authorizing DESIGN/BUILD FIRM to proceed with Work. At final payment any amount remaining in the Owner's Allowance Account shall be retained by the CITY.

Owner's Allowance Account will only be used for work performed under this Agreement.

5.1.2. DESIGN/BUILD FIRM acknowledges and agrees that the retainage amount set forth in Section 5.3.2 shall be applied to the amount for each phase stated.

5.1.3. The Contract Sum is based upon the costs agreed to upon the parties.

5.1.4. The value of the Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the City's option:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.
- B. By mutual acceptance of a lump sum price.

5.2 SALARY COSTS

The term Salary Costs as used in this Contract shall mean the hourly raw salary rate as provided by the DESIGN/BUILD FIRM attached and made a part of this Contract as Exhibit A for design services. These costs shall be in full accordance with the City's Prevailing Wage Ordinance, which is set forth in Section 12.4, below. These costs shall be used to negotiate any change orders or shall be used when any circumstance exists to change any payment to DESIGN/BUILD FIRM. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant. Certification shall be dated within ninety (90) days after DESIGN/BUILD FIRM's most recently completed fiscal year.

5.3 METHOD OF BILLING

- 5.3.1 DESIGN/BUILD FIRM shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to the phase. Billings shall also indicate the cumulative amount of CDBE participation to date for reporting to the Florida State Revolving Fund Program (SRF program). When requested, DESIGN/BUILD Subcontractors shall provide backup for past and current invoices that record hours, salary costs and expense costs on a task basis, so that total hours and costs by task may be determined.

Payment will be made to DESIGN/BUILD FIRM at:

- 5.3.2 Ten (10%) percent of all monies earned by DESIGN/BUILD FIRM shall be retained by CITY until Final Completion and acceptance by CITY, except for the following items: General Conditions, Work and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter. After ninety (90%) percent of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, shall be recommended by Design Criteria Professional, and DESIGN/BUILD FIRM shall have no entitlement to a reduction. Any interest earned on retainage shall accrue solely to the benefit of CITY.
- 5.3.3 CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.3.3.1 Defective DESIGN/BUILD FIRM or Subcontractor Work not remedied.
 - 5.3.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against DESIGN/BUILD FIRM.
 - 5.3.3.3 Failure of DESIGN/BUILD FIRM to make payments properly to Subcontractors or for material or labor.

- 5.3.3.4 Damage to another Subcontractor not remedied.
- 5.3.3.5 Failure of DESIGN/BUILD FIRM to provide any and all documents required by the Contract Documents.
- 5.3.4 The Schedule of Values, prepared in accordance with the terms of this Contract, shall expand and detail the items contained in this Article and shall list the cost of materials, the cost of labor, the cost of equipment and the cost of Subcontractor work separately for all the portions of the Work delineated. Each monthly Application for Payment shall be for a sum equal to: (i) that portion of the DESIGN/BUILD FIRM's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) an appropriate amount of the DESIGN/BUILD FIRM's General Conditions actually expended; and (iii) an appropriate amount of the DESIGN/BUILD FIRM's Fee as related to the percentage of the Work completed. The calculation of the percentage of the Work completed shall be in accordance with the approved Progress Schedule; provided, however, prior to the date of the Final Request, the aggregate of the DESIGN/BUILD FIRM's Fee payments shall not exceed Ninety (90%) percent of the DESIGN/BUILD FIRM's Fee.
- 5.3.5 The DESIGN BUILD ARCHITECT/ENGINEER, DESIGN CRITERIA PROFESSIONAL, and Contract Administrator, shall review each such Request for Payment and may make such exceptions as the DESIGN CRITERIA PROFESSIONAL and the Contract Administrator reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall the CITY be required to make payment for items of the DESIGN/BUILD FIRM's Cost to which the DESIGN CRITERIA PROFESSIONAL or the Contract Administrator reasonably takes exception.
- 5.3.6 DESIGN/BUILD FIRM shall remain solely liable for Subcontractor's work and for any unpaid laborers, material suppliers or Subcontractors of Subcontractor in the event it is later discovered that Work is deficient or that any laborers, material suppliers or Subcontractors did not receive payments due them on the Project.
- 5.3.7 Within thirty (30) days after Final Completion of the Work and acceptance by the CITY, the DESIGN/BUILD FIRM shall submit a Final Request For Payment (Final Request) which shall set forth all amounts due and remaining unpaid to the DESIGN/BUILD FIRM (including the unpaid portion of the DESIGN/BUILD FIRM's Fee). Upon approval of the Final Request for Payment, the Contract Administrator will issue a Final Certification of Payment.
- 5.3.8 The DESIGN/BUILD FIRM shall promptly pay all bills for labor and material performed and furnished by its Subcontractors, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work. The DESIGN/ BUILD FIRM shall deliver to the CITY the Form of Certification of Payments to Subcontractors, Form W, attached.

- 5.3.9 Final payment shall be made only after the Board has reviewed a written evaluation of the performance of DESIGN/BUILD FIRM prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by DESIGN/BUILD FIRM.

ARTICLE 6

CITY'S RESPONSIBILITIES

- 6.1 Contract Administrator shall assist DESIGN/BUILD FIRM by placing at DESIGN/BUILD FIRM's disposal all Information CITY has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 6.2 Contract Administrator shall arrange for access to, and make all provisions for, DESIGN/BUILD FIRM to enter upon public and private property as required for DESIGN/BUILD FIRM to perform its services.
- 6.3 Contract Administrator shall review the itemized deliverables identified in the Scope of Work of DESIGN/BUILD FIRM and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 6.4 Contract Administrator shall give prompt written notice to DESIGN/BUILD FIRM whenever Contract Administrator observes or otherwise becomes aware of any development that affects the scope or timing of DESIGN/BUILD FIRM's services or any defect in the Work of the DESIGN/BUILD FIRM.

Contract Administrator is given and at all times will retain authority to stop the progress of the Work whenever, in the opinion of the Contract Administrator, such stoppage is necessary to insure proper execution of the Work and fulfillment of the Contract, or in an emergency affecting the safety of life, or of the Work or adjoining property.

ARTICLE 7

CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

- 7.1 Without invalidating the Agreement, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the Work including, but not limited to, the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate 1) Field Orders and Supplemental Instructions; 2) CPAM's or 3) Change Orders. Any sums moved between TOTAL CONTRACT PRICE line items included within the TOTAL CONTRACT PRICE must be accomplished by an appropriate CPAM. In no event shall the TOTAL CONTRACT PRICE be modified except by appropriate Change Order or Amendment.

- 7.1.1 DESIGN/BUILD FIRM shall not start work on any changes requiring an increase in the TOTAL CONTRACT PRICE or the Contract Time until a Change Order or Construction Change Directive setting forth the adjustments is approved and issued by the Contract Administrator. Upon receipt of a Change Order or Construction Change Directive DESIGN/BUILD FIRM shall promptly proceed with the Work set forth within the document.

7.2 Field Orders and Supplemental Instructions

- 7.2.1 The DESIGN BUILD ARCHITECT/ENGINEER shall approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the TOTAL CONTRACT PRICE or Contract time or degradation of Project quality as judged at the discretion of the Design Criteria Professional.
- 7.2.2 The DESIGN BUILD ARCHITECT/ENGINEER shall approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents, provided such Supplemental Instructions involve no change in the TOTAL CONTRACT PRICE or Contract Time or degradation of Project quality at the discretion of the Design Criteria Professional.

7.3 TOTAL CONTRACT PRICE ADJUSTMENT MEMORANDUM (CPAM)

- 7.3.1 The Contract Administrator shall be authorized to issue a CPAM which is agreed to by the DESIGN/BUILD FIRM and the Contract Administrator to memorialize the reallocation of sums within the TOTAL CONTRACT PRICE. The following specific CPAM's are contemplated, but additional or different CPAM's may be issued, provided they do not result in a change to the TOTAL CONTRACT PRICE.
 - (a) Design Build Services Price: During the progress of design and construction, the Design Build Services price may be decreased by issuance of a CPAM detailing the terms of the transfer of used or excess Design Build Services Dollars to the Owner's Allowance Account. Such CPAM shall document the mutual written consent of the DESIGN/BUILD FIRM and the Contract Administrator, which consent shall not be unreasonably withheld.
 - (b) An adjustment of Contract Time may be issued by the Contract Administrator consistent with Article 7.7 and the Contract Administrator's authority with a Change Order for Excusable Delays and for issues involving the Owner's Allowance Account as described in Article 5.1.1.

- 7.4 Construction Change Directive: The DESIGN/BUILD FIRM is obligated to proceed with the Work for a Change Order, even though there has not been an Agreement reached with the Contract Administrator as to an adjustment to the TOTAL CONTRACT PRICE or Contract Time, and even if there is a dispute as to same. In such instances the Contract Administrator or Design Criteria Professional will issue a Construction Change Directive as specified elsewhere in the contract documents. A Change Order or proposed Change Order shall not be the basis of the DESIGN/BUILD FIRM not performing pursuant to the contract documents.
- 7.5 Change Orders
- 7.5.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the TOTAL CONTRACT PRICE, or the Contract Time, shall be authorized only by written Change Orders approved and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.
- 7.5.2 The DESIGN/BUILD FIRM's fee on such changes shall be determined as follows:
- (a) The fixed fee shall not exceed five (5%) percent of the net change to the Cost of the Work.
 - (b) Subcontractor's percentage markup on change orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the Subcontractor's overhead and profit markups exceed fifteen (15%) percent of the net change to the Subcontractor's Cost of the Work. In the event Subcontractor is affiliated with the DESIGN/BUILD FIRM by common ownership or management, or is effectively controlled by the DESIGN/BUILD FIRM, no fee will be allowed on the Subcontractor's costs. In the event there is more than one level of Subcontractor, such as second and third tier Subcontractors, the sum of all of the Subcontractor's including any tiered Subcontractor's percentage markups for overhead and profit shall not in the aggregate exceed twenty (20%) percent of the net change to the Subcontractor's Cost of the Work.
 - (c) Whenever a change in Subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, DESIGN/BUILD FIRM shall submit an initial cost estimate obtained from the Subcontractor and acceptable to Design Criteria Professional. The breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one Subcontractor and the change is an increase in the TOTAL CONTRACT PRICE, overhead and profit

percentage of each Subcontractor and DESIGN/BUILD FIRM, if applicable, shall be itemized separately.

- (d) If changes to subcontracted work affect the TOTAL CONTRACT PRICE, such changes shall be accomplished in accordance with this Section 7.5, Change Orders. The amount of decrease in the TOTAL CONTRACT PRICE for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the TOTAL CONTRACT PRICE, if any.

- 7.5.3 Pursuant to the CITY Procurement Code, all changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of twenty five thousand dollars (\$25,000.00) or more shall be approved in advance by the City Commission. All Change Orders with a value of less than twenty five thousand dollars (\$25,000.00) shall be approved in advance as provided in the CITY Procurement Code as amended from time to time.
- 7.5.4 TOTAL CONTRACT PRICE: In the event satisfactory adjustment cannot be reached for any item requiring a change in the TOTAL CONTRACT PRICE or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to DESIGN CRITERIA PROFESSIONAL as set forth in Article 17. During the pendency of the dispute, and upon receipt of a Change Order, DESIGN/BUILD FIRM shall promptly proceed with the change in the Work involved and advise the DESIGN BUILD FIRM, Design Criteria Professional and Contract Administrator in writing within seven (7) calendar days of DESIGN/BUILD FIRM's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the TOTAL CONTRACT PRICE or Contract Time.
- 7.5.5 On approval of any Contract change increasing the TOTAL CONTRACT PRICE, DESIGN/BUILD FIRM shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total CONTRACT PRICE as increased.
- 7.5.6 To avoid delays to the Project and to mitigate damages to the parties, Change Orders may be issued unilaterally by CITY.
- 7.6 No Damages for Delay: No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays. DESIGN/BUILD FIRM shall not be entitled to an increase in the TOTAL CONTRACT PRICE or payment or compensation of any kind from CITY for direct, indirect,

consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by DESIGN/BUILD FIRM for hindrances or delays due solely to fraud, bad faith or active interference on the part of CITY or its agents. Otherwise, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

7.7 Cost of the Work:

7.7.1 In full consideration of the full and complete performance of the Work and all other obligations of the DESIGN/BUILD FIRM under this Agreement, the CITY shall pay to the DESIGN/BUILD FIRM a sum of money not to exceed the Design Build Services Price. The Design Build Services Price shall be as shown in Article 5 as the Design Build Services Price, adjusted to take into account any approved Change Orders. In the event that the DESIGN/BUILD FIRM's expenditures for the Project exceeds the Design Build Services Price, the CITY shall not be required to pay any amount that exceeds it and the DESIGN/BUILD FIRM shall have no claim against the CITY on account of any excess.

7.7.2 The term "Cost of the Work" shall mean the sum of all direct costs necessarily and reasonably incurred and paid by the DESIGN/BUILD FIRM in the performance of the Work. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of CITY. The Cost of the Work shall include only those items set forth in this Section 7.7 and shall not include any items listed in Section 7.7.6. Cost of the Work shall be determined as follows:

7.7.2.1 Subcontractor Costs shall be:

- (1) The amount of the DESIGN/BUILD FIRM's Direct Construction Cost, to be 100% performed by Subcontractors. Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, the cost of the Work shall be determined by application of unit prices to the quantities of items involved.
- (2) Where a Subcontractor is owned by an affiliate of or managed by DESIGN/BUILD FIRM or Work is to be "self performed" by DESIGN/BUILD FIRM, overhead and profit shall not exceed five (5%) percent of the net Cost of the Work..

- (3) If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the Work plus a fee, the Subcontractor's cost of the Work shall be determined in the same manner as DESIGN/BUILD FIRM's cost of the Work.

7.7.3 DESIGN/BUILD FIRM's Labor Costs: Payroll costs for employees in the direct employ of DESIGN/BUILD FIRM in the performance of the Work described in the Contract Documents shall be limited to salaries plus labor burden as set forth in the schedule of job classifications agreed upon by CITY and DESIGN/BUILD FIRM, subject to audit by CITY. Payroll costs for employees not employed full time on the Work covered by the Agreement shall be apportioned on the basis of the time the employees spent on the Work. Payroll costs shall include salaries and wages plus the labor burden to cover costs including social security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health insurance, sick leave, vacation and holiday pay.

7.7.4 Materials and Equipment: Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection with the Work; rentals of all construction equipment and machinery whether rented from DESIGN/BUILD FIRM or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal of them, all in accordance with the terms of such agreements. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

7.7.5 Miscellaneous costs:

- (1) The cost, as documented by the DESIGN/BUILD FIRM's detailed receipts of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.
- (2) Premiums (Net) on bonds and insurance, including Subcontractor bonds, if any, that the DESIGN/BUILD FIRM is obligated to secure and maintain under the terms of the CONTRACT DOCUMENTS and such other insurance and bonds as may be required, subject to the written approval of the CITY. Premiums paid as part of DESIGN/BUILD FIRM's Cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the CITY. Self-insurance by the DESIGN/BUILD FIRM or insurance through any affiliates of DESIGN/BUILD FIRM shall not be permitted without the CITY's prior written approval. CITY's approval shall not be required on Subcontractor bonds, and their premiums shall be considered a Cost of the Work.

- (3) The cost of obtaining and using any utility services required for the Work that are not paid directly by CITY, including fuel and sanitary services at the Project site.
- (4) The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require subcontractors to remove all debris daily created by their activities, and the DESIGN/BUILD FIRM shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the Subcontractors which fail in this regard; provided, however, the DESIGN/BUILD FIRM shall not be required to remove debris created by the CITY's separate contractors, except pursuant to Change Order procedures.
- (5) The cost and expenses actually sustained by the DESIGN/BUILD FIRM in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
 - (a) The responsibility of the DESIGN/BUILD FIRM under Article 13, reimbursable by insurance or otherwise;
 - (b) due to the failure of the DESIGN/BUILD FIRM to comply with the requirements of the Contract Documents with respect to insurance; or,
 - (c) due to the failure of any officer of the DESIGN/BUILD FIRM or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in DESIGN/BUILD FIRM's costs.
- (6) Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes.
- (7) The proportion of necessary transportation, travel and subsistence expenses of DESIGN/BUILD FIRM's employees, excluding travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
- (8) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the

site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of DESIGN/BUILD FIRM.

- (9) Deposits lost for causes other than DESIGN/BUILD FIRM's negligence; royalty payments and fees for permits and licenses.
- (10) Cost of premiums for additional bonds and insurance required because of changes in the Work.
- (11) Any other expenses or charges incurred, with the prior written approval of the Contract Administrator, in the performance of the Work.

7.7.6 Exclusions to Cost of The Work: Overhead is defined as any and all other costs, not referenced in Sections 7.7.2, 7.7.3, 7.7.4 and 7.7.5 of the DESIGN/BUILD FIRM and its operation which are not in direct support of the Project. The DESIGN/BUILD FIRM agrees to furnish and perform, as a part of the DESIGN/BUILD FIRM's Fee and without reimbursement, such overhead items. The term "Cost of the Work" shall not include any of the following:

- 7.7.6.1 Payroll costs and other compensation of DESIGN/BUILD FIRM's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by DESIGN/BUILD FIRM whether at the site or in its principal or a branch office for general administration that are not specifically included in the General Conditions are to be considered administrative costs covered by DESIGN/BUILD FIRM's fee.
- 7.7.6.2 Other than those expenses authorized by this Agreement, expenses of DESIGN/BUILD FIRM's principal and branch offices.
- 7.7.6.3 Any part of DESIGN/BUILD FIRM's capital expenses, including interest on DESIGN/BUILD FIRM's capital employed for the Work and charges against DESIGN/BUILD FIRM for delinquent payments.
- 7.7.6.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Sections 7.7.2, 7.7.3, 7.7.4 and 7.7.5.
- 7.7.6.5 Entertainment and meal expenses, car allowances (except for vehicle allowances for full-time employees stationed on-site with advance approval by the Owner) and charges of a personal nature.

7.7.6.6 Bonuses, profit-sharing or other special labor charges not included in Section 7.7.3.

7.7.6.7 Any outside legal or accounting fees.

ARTICLE 8

DESIGN BUILD INSURANCE REQUIREMENTS:

8.3.1 Commercial General Liability. Minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) per job aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. The CITY shall be named as an “additional insured” under this policy and shall be provided a Certificate of Insurance evidencing such coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

8.3.2 Premises Coverage. Insurance to cover Bodily Injury and Property Damage resulting from Design/Build Firm’s operations on City premises.

8.3.3 Products and Completed Operations. DESIGN/BUILD FIRM shall maintain in force until at least three (3) years after completion of all work required under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.

8.3.4 Explosion, Collapse and Underground coverage.

8.3.5 Broad Form Agreement Coverage. Insurance is applicable to this specific Agreement, including any hold harmless and indemnification agreements.

8.3.6 Advertising & Personal Injury Coverage. Insurance with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

8.3.7 Per Job Aggregate Limit

8.4.1 Workers’ Compensation Insurance. Insurance is to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable federal laws. In addition, the following must be furnished:

8.4.1.1 Employers’ Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

8.5 Business Automobile Liability. Minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability

and Property Damage Liability naming the City as an “Additional Insured”. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

8.5.1 Any Auto (If any vehicles are owned by the DESIGN/BUILD FIRM).

8.5.2 Hired and Non-Owned Vehicles.

- 8.6 Professional Liability. For Architect/Engineer (or other Professional), insurance in the amount of Two Million Dollars (\$2,000,000.00) with deductible (if applicable) not to exceed One Hundred Thousand Dollars (\$100,000.00) each claim; Certificate of Insurance for professional liability shall reference deductible applicable. The CITY shall be named as an “additional insured” under this policy and shall be provided a Certificate of Insurance evidencing coverage.
- 8.7 Builders’ Risk Coverage shall commence upon the issuance of the Notice to Proceed for construction. However, this coverage shall be obtained by the CITY.
- 8.8 CITY is to be expressly included as an “Additional Insured” (in the name of “City of Dania Beach, Florida”) with respect to liability arising out of operations performed for CITY by or on behalf of DESIGN/BUILD FIRM, its contractors or subcontractors for negligent acts or omissions of DESIGN/BUILD FIRM in connection with general supervision of such operation. DESIGN/BUILD FIRM’s liability coverage shall include operations performed for the CITY as an “additional” insured by Subcontractors hired and negligent acts or omissions of the “additional” insured in connection with DESIGN/BUILD FIRM’s general supervision of such operations.
- 8.9 In the event DESIGN/BUILD FIRM hires any contractor or subcontractor to perform duties required under this Agreement, then all contractors and subcontractors, including architects/engineers, shall be required by the DESIGN/BUILD FIRM and this Agreement to maintain the same or greater levels of insurance as listed above. Only firms with licensed “professionals” shall be required to carry Professional Liability insurance.
- 8.10 All policies shall be acceptable to CITY and its designated insurance consultant. All insurance policies required of the contractor and each Subcontractor shall be written by a company with an A.M. Best rating of A-VII or better, the company shall maintain that minimum rating throughout the term of the Agreement, shall be duly authorized and licensed to do business in the State of Florida and shall be executed by agents who or which are duly licensed as agents in Florida.
- 8.11 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be

canceled, materially changed or renewal refused until at least thirty (30) calendar days of advance written notice has been given to the CITY by certified mail. **If the policy(ies) are not endorsed, then the DESIGN BUILD FIRM is responsible for such notification to the CITY.**

- 8.12 DESIGN/BUILD FIRM and any DESIGN BUILD ARCHITECT/ENGINEER agree to endorse CITY and name it as an additional insured with a coverage form no more restrictive than ISO's CG 2026 Additional Insured – Designated Person or Organization. DESIGN/BUILD FIRMS shall provide such Certificates of Insurance or endorsements evidencing this insurance coverage to CITY for three (3) years after completion of all work required under the Agreement.

ENDORSEMENT/CERTIFICATE INFORMATION:

City of Dania Beach, Florida
ATTN: Jackie Beauzil, Risk Manager
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

- 8.13 DESIGN/BUILD FIRM may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. DESIGN/BUILD FIRM and any DESIGN/BUILD ARCHITECT/ENGINEER agree to endorse CITY and name it as an "Additional Insured" on the Umbrella or Excess Liability. The additional insured shall read "City of Dania Beach, Florida". The certificate holder address for DESIGN/BUILD FIRM and DESIGN BUILD ARCHITECT/ENGINEER shall read "City of Dania Beach, Florida".
- 8.14 Right to Revise or Reject: City's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of Work/specifications affecting the applicability of coverage.

ARTICLE 9
INDEMNIFICATION

9.1 General Indemnification.

A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;

(c) liens, claims, actions made by the Contractor or other party performing the work;

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the City.

B. Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A. above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

C. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, Workers’ Compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under the Agreement shall not extend to the liability of the Consultant, the Consultant’s consultants, and agents and employees or any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant’s consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 10
PERFORMANCE AND PAYMENT BOND
AND QUALIFICATIONS OF SURETY

10.1 Within fifteen (15) calendar days of the City Commission's action to approve this Agreement, DESIGN/BUILD FIRM shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached as Forms 00600 and 00610.

10.1.1 Each Bond shall be in the amount of one hundred (100%) percent of the TOTAL CONTRACT PRICE guaranteeing to CITY the completion and performance of the Work covered in such Agreement as well as full payment of all suppliers, material providers, laborers, or Subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 10.2.

10.1.2 Each Bond shall continue in effect for one year after final completion and acceptance of the Work with liability equal to one hundred (100%) percent of the Contract sum, or an additional bond shall be conditioned that DESIGN/BUILD FIRM will, upon notification by CITY, correct any defective or faulty work or materials which appear within one year after final completion of the Agreement.

10.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, DESIGN/BUILD FIRM shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide the CITY with evidence of such recording.

10.2 Qualifications of Surety.

10.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

10.2.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.111). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

- 10.2.3 The CITY will accept a surety bond from a company with a rating of B+ or better for bonds up to two million dollars (\$2,000,000) provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the CITY shall review and either accept or reject the surety company based on the financial information available to the CITY. A surety company that is rejected by the CITY may be substituted by the bidder or Proposer with a surety company acceptable to the CITY, only if the bid amount does not increase. The ratings of Surety shall correspond to the amount of bonds as follows:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 11

PERMITS, LICENSES AND IMPACT FEES

11.1 In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of the Contract are as follows:

11.1.1) Contractor shall have and maintain during the term of the Contract any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).

11.1.2) During the performance of the Contract, there may be times when the Contractor will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate City permits as may become necessary during the performance of the Contract. Any fees related to the City required permits in connection with the Contract will be the responsibility of the Contractor.

Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

ARTICLE 12

PERSONNEL

12.1 All personnel used or employed by the DESIGN/BUILD FIRM in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the CITY or the DESIGN CRITERIA PROFESSIONAL, the DESIGN/BUILD FIRM shall not use in the performance of the Work any personnel deemed by the CITY or the DESIGN CRITERIA PROFESSIONAL to be incompetent, careless, or unqualified to perform the work assigned to that person, or who is otherwise unsatisfactory to the CITY.

12.2 The DESIGN/BUILD FIRM agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage Subcontractors that employ only such labor as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the DESIGN/BUILD FIRM or any other DESIGN/BUILD FIRM may then be erecting or altering on behalf of the CITY.

The DESIGN/BUILD FIRM agrees that it shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of work by other Contractors.

12.3 DESIGN/BUILD FIRM shall furnish the Design Criteria Professional and Contract administrator upon request, resumés of DESIGN/BUILD FIRM's key personnel involved in the day-to-day Work on the Project.

12.4 Prevailing Wage Rate Ordinance: This Project is SRF funded. This Agreement requires that the City's Prevailing Wage rate ordinance provisions be complied with, in addition to the SRF requirements. The City Ordinance provides as follows:

Sec. 8-141. Rate of wages, fringe benefits on city construction contracts.

(a) *Establishment of minimum wages.* Every construction contract in excess of fifty thousand dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department

of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) *Implementation of the department of labor general wage determinations.* The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) *Notice requirement.* On the date an employee commences work on a construction contract to which this section applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) *Preemption by federal funding.* When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) *Exceptions.* The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or request for proposals has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees. (Ord. No. 23-98, § 1, 12-8-98)

12.4.1 If DESIGN/BUILD FIRM or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Agreement, the Contract Administrator may, after written notice to DESIGN/BUILD FIRM, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

ARTICLE 13

DESIGN/BUILD FIRM'S WARRANTIES

DESIGN/BUILD FIRM warrants to CITY for one year from the date from Final Completion that all materials and equipment under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by the Contract Administrator and DESIGN CRITERIA PROFESSIONAL, may be considered defective. If required by DESIGN CRITERIA PROFESSIONAL, DESIGN/BUILD FIRM shall furnish satisfactory evidence as to

the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 14.

13.1 The DESIGN/BUILD FIRM further represents and warrants:

That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Agreement; and it is qualified to do the Work and is authorized to do business in the State of Florida.

That the DESIGN/BUILD FIRM holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

The DESIGN/BUILD FIRM agrees that the Work shall be performed in a good and professional manner, free from defects in materials and execution, and that all Materials shall be new and approved by or acceptable to the DESIGN CRITERIA PROFESSIONAL, except as otherwise expressly provided for in the Contract Documents.

ARTICLE 14 **DEFECTIVE WORK**

14.1 DESIGN BUILD ARCHITECT/ENGINEER shall have the responsibility and authority to reject or disapprove work which DESIGN BUILD ARCHITECT/ENGINEER finds to be defective. The DESIGN CRITERIA PROFESSIONAL and CONTRACT ADMINISTRATOR shall also share authority to reject or disapprove work. If required by either DESIGN/BUILD ARCHITECT/ENGINEER, DESIGN CRITERIA PROFESSIONAL or CONTRACT ADMINISTRATOR, DESIGN/BUILD FIRM shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. DESIGN/BUILD FIRM shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the TOTAL CONTRACT PRICE.

14.2 Should DESIGN/BUILD FIRM fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by DESIGN CRITERIA PROFESSIONAL, CITY shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at DESIGN/BUILD FIRM's expense. Any expense incurred by CITY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to DESIGN/BUILD FIRM and deducted from the TOTAL CONTRACT PRICE, or may be charged against the Performance Bond. In the event of failure of DESIGN/BUILD FIRM to make all necessary repairs promptly and fully, CITY may declare a default.

- 14.3 If, within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, DESIGN/BUILD FIRM, after receipt of written notice from CITY, shall promptly correct such defective or nonconforming Work within the time specified by CITY without cost to CITY. Nothing contained in this Agreement shall be construed to establish a period of limitation with respect to any other obligation which DESIGN/BUILD FIRM might have under the Contract Documents including but not limited to, Article 13 and any claim regarding latent defects.
- 14.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate CITY to grant final acceptance.
- 14.5 The DESIGN/BUILD FIRM shall (i) replace any part of the Work that fails to conform with the requirements of this Agreement that appears during progress of the Work on the Project; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from the time of Final Completion of the Work or portions of it or within such longer period of time as may be set forth in the Contract Documents or as may be required by law; and (iii) replace, repair or restore any parts of the Project or furniture, fixtures, equipment or other items placed in it (whether by the CITY or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or are due to defects in the Work. The provisions of this Article shall not apply to corrective work attributable solely to the acts or omissions of any separate DESIGN/BUILD FIRM or Subcontractor of the CITY unless the DESIGN/BUILD FIRM is acting in such capacity or capacities. The cost to the DESIGN/BUILD FIRM of performing any of its obligations under this Article 14 shall be within the Total Contract Price. The DESIGN/BUILD FIRM's responsibility to make repairs and redo work under this Article is in addition to the DESIGN/BUILD FIRM's responsibility to the CITY for any other damages of any kind for which the DESIGN/BUILD FIRM would be legally responsible.
- 14.6 **Subcontractor's Warranties and Guarantees shall be as follows:**
- 14.6.1 Each Subcontractor shall warrant to the CITY and to the DESIGN/BUILD FIRM that all workmanship and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the Contract Documents.
- 14.6.2 Notwithstanding anything to the contrary, neither the DESIGN/BUILD FIRM, nor its surety, nor the Subcontractor shall have any joint or several liability relating to, nor shall they be obligated to underwrite, or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the CITY. The CITY shall be provided with the standard manufacturer's warranty, and it shall satisfy the requirements under the Contract Documents relating to them.

- 14.6.3 The DESIGN/BUILD FIRM shall collect and transmit to the Contract Administrator any and all manufacturer's warranties and manufacturer's guarantees specified in the Contract Documents. The obligation and liability of the DESIGN/BUILD FIRM and its surety is limited to the collection and proper transmittal of these warranties and guarantees to the Contract Administrator.
- 14.7 If the CITY and the DESIGN/BUILD FIRM deem it inexpedient to require the correction of Work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Total Contract Price shall be made by written agreement between the DESIGN/BUILD FIRM and the CITY. Until such settlement, the CITY may withhold such sums as the CITY deems just and reasonable from moneys, if any, due the DESIGN/BUILD FIRM. If no moneys are held by the CITY, reimbursement shall be made to the CITY within thirty (30) days by the DESIGN/BUILD FIRM.
- 14.8 The DESIGN/BUILD FIRM's express warranty in this Agreement shall be in addition to, and not in lieu of, any other warranties or remedies the CITY may have under this Agreement or any other remedies available by law.

ARTICLE 15

CITY'S RIGHT TO TERMINATE CONTRACT

- 15.1 If DESIGN/BUILD FIRM fails to begin the Work within ten (10) calendar days after the Project start date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if DESIGN/BUILD FIRM shall fail to perform any material term set forth in the Contract Documents or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Contract Administrator may give notice in writing to DESIGN/BUILD FIRM and its Surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM, within a period of ten (10) calendar days after such notice, shall not proceed in accordance with it, then CITY may upon written certificate from DESIGN CRITERIA PROFESSIONAL and Contract Administrator of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM and notify it in writing of such termination, and exclude DESIGN/BUILD FIRM from the Project site and take the prosecution of the Work out of the hands of DESIGN/BUILD FIRM, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in CITY's sole opinion shall be required for the

completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in CITY's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to DESIGN/BUILD FIRM. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of the excess.

- 15.2 If after notice of termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3 This Contract may be terminated for convenience in writing by CITY upon ten (10) days' written notice to DESIGN/BUILD FIRM (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by DESIGN/BUILD FIRM relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work and services performed. No payment shall be made for profit for work and services that have not been performed.
- 15.4 Upon receipt of Notice of Termination pursuant to Sections 15.2 or 15.3 above, DESIGN/BUILD FIRM shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to CITY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

ARTICLE 16

DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

16.1 DESIGN BUILD ARCHITECT/ENGINEER shall certify all applications for payment prior to submittal to DESIGN CRITERIA PROFESSIONAL for review. If Design Criteria Professional fails to review and recommend or state in writing reasons for rejection of any Application for Payment within twenty (20) days after it is properly presented, or if CITY fails either to pay DESIGN/BUILD FIRM within thirty (30) days after presentation by Design Criteria Professional of any sum certified by DESIGN BUILD ARCHITECT/ENGINEER, or to notify DESIGN/BUILD FIRM and DESIGN BUILD ARCHITECT/ENGINEER in writing of any objection to the Application for Payment, then DESIGN/BUILD FIRM may give written notice to CITY and Design Criteria Professional of such delay, neglect or default, specifying the same. If CITY or Design Criteria Professional (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the

notice is based, then DESIGN/BUILD FIRM may stop Work or terminate this Agreement and recover from CITY payment for all work executed and reasonable related expenses plus reasonable termination expenses. Any objection made by CITY to an Application for Payment shall be submitted to Design Criteria Professional in accordance with the provisions of Article 17.

ARTICLE 17

RESOLUTION OF DISPUTES

17.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues.

17.2 Operations During Dispute.

17.2.1 In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

17.2.2 Notwithstanding any other provisions in this Agreement, whenever any service provided by the Contractor fails to meet City's reasonable approval, the City will have the right to terminate the Agreement seven (7) days after the date when the written notice was sent by City of the deficiency, if Contractor has not cured such deficiency within that time.

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and DESIGN/BUILD FIRM shall be submitted to DESIGN CRITERIA PROFESSIONAL for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the DESIGN CRITERIA PROFESSIONAL for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the DESIGN CRITERIA PROFESSIONAL.

- 17.2 DESIGN CRITERIA PROFESSIONAL shall notify Contract Administrator and DESIGN/BUILD FIRM in writing of DESIGN CRITERIA PROFESSIONAL's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless DESIGN CRITERIA PROFESSIONAL requires additional time to gather information or allow the parties to provide additional information. DESIGN CRITERIA PROFESSIONAL's estimates and decisions upon all questions, claims, difficulties and disputes shall be final and binding to the extent provided in Section 17.5.
- 17.3 All non-technical administrative disputes shall be determined by the Contract Administrator.
- 17.4 During the pendency of any dispute and after a determination of same, DESIGN/BUILD FIRM, DESIGN/BUILD ARCHITECT/ENGINEER, DESIGN CRITERIA PROFESSIONAL and CONTRACT ADMINISTRATOR shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination, the DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and the CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 17.5 In the event the determination of a dispute by the DESIGN CRITERIA PROFESSIONAL under this Article is unacceptable to any of the parties, the party objecting to the determination must notify the other party, the City Administrator or designee, in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and the objecting party's proposed resolution. If notice is given by DESIGN/BUILD FIRM, it must be accompanied by a statement that any TOTAL CONTRACT PRICE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the CITY Administrator or designee. The CITY Administrator's decision shall be final and binding on the parties subject to judicial review.
- 17.6 For any disputes which remain unresolved, within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any mediator mutually agreed upon by the parties.

ARTICLE 18
DESIGN CRITERIA PROFESSIONAL'S
RESPONSIBILITY AND AUTHORITY

- 18.1 The Design Criteria Professional has the following responsibilities:
- a. Interpret the intent and meaning of the Contract Documents.

- b. Make specific inspections of the Work and require special testing to verify the Work's compliance with the Contract Documents.
 - c. Stop Work for non-compliance with the requirements in the Contract Documents.
 - d. Issue Field Orders to DESIGN/BUILD FIRM which will not affect the Contract Sum or Time.
 - e. Organize and conduct Substantial Completion and Final Completion inspections as required in the Contract Documents.
 - f. Serve as the point of contact between CITY and DESIGN/BUILD FIRM for correspondence and other communication.
 - g. Perform other administrative duties as assigned by CITY.
- 18.2 The Design Criteria Professional is given and at all times will retain authority to stop the progress of the Work whenever, in the opinion of the Design Criteria Professional, such stoppage is necessary to insure proper execution of the Work, fulfillment of the Contract or in an emergency affecting the safety of life, or of the Work or adjoining property.
- 18.3 It shall be the duty of the Design Criteria Professional within a reasonable time and as promptly as possible, to make and render decisions in the interpretation of the Contract Documents as well as to try to resolve any matters of controversy arising between CITY and DESIGN/BUILD FIRM.

ARTICLE 19

DESIGN/BUILD ARCHITECT/ENGINEER AUTHORITY

- 19.1 DESIGN BUILD ARCHITECT/ENGINEER will provide overall technical and management services to assist the CITY in maintaining schedules, establishing budgets, controlling costs, and achieving quality.
- 19.2 If at any time the DESIGN BUILD ARCHITECT/ENGINEER observes or becomes aware of any fault or defect in the Work or of any nonconformance with the Contract Documents, DESIGN BUILD ARCHITECT/ENGINEER will promptly notify the Contract Administrator and DESIGN/BUILD FIRM in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The DESIGN BUILD ARCHITECT/ENGINEER shall have the authority to reject Work that does not in its opinion, or in the opinion of the Contract Administrator, conform to the Contract Documents.

- 19.3 DESIGN BUILD ARCHITECT/ENGINEER shall monitor the overall quality, progress and cost of the Work.
- 19.4 DESIGN BUILD ARCHITECT/ENGINEER shall not have control over construction means, methods, techniques, sequences and procedures employed by DESIGN/BUILD FIRM in the performance of the Work, but shall be responsible for using its best efforts to review and, if unacceptable, disapprove such and shall recommend a course of action to the CITY when the requirements of the Contract Documents are not being met by DESIGN/BUILD FIRM.
- 19.5 The CITY will be assisted by DESIGN BUILD ARCHITECT/ENGINEER in the areas of on-site review of Work in progress, review of pay requests submitted by the DESIGN/BUILD FIRM, assisting in the interpretation of the intent of the Contract Documents for the proper execution of the Work, and such other assistance as the CITY may request.
- 19.6 The Contract Administrator must approve all deviations from the Contract Documents whether they are sought by the DESIGN BUILD ARCHITECT/ENGINEER or the DESIGN/BUILD FIRM. The DESIGN BUILD ARCHITECT/ENGINEER shall have no authority to order or approve any deviation from the Contract Documents, whether or not such deviation affects the Cost of the Work, or the date of Substantial Completion.

ARTICLE 20
EEO AND ADA COMPLIANCE

- 20.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

20.1.1 DESIGN/BUILD FIRM shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, gender identity and expression, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, gender identity and expression, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. DESIGN/BUILD FIRM agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

CITY shall also require that any DESIGN/BUILD FIRM selected to perform work on a CITY project include the foregoing or similar language in its contracts with any Subconsultants or Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. DESIGN/BUILD FIRM or Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as CITY deems appropriate.

DESIGN/BUILD FIRM shall comply with Titles I and II of the Americans with Disabilities Act (ADA) regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity and expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

By execution of this Agreement, DESIGN/BUILD FIRM represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CITY materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CITY to terminate this Agreement and recover from DESIGN/BUILD

FIRM all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

ARTICLE 21

MISCELLANEOUS

21.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans, and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, and shall be delivered by DESIGN/BUILD FIRM to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold any payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.

21.2 DOCUMENT FORM

Exhibit Q to this agreement outlines electronic media requirements. All documents will comply with these standards.

21.3 AUDIT RIGHT AND RETENTION OF RECORDS

21.3.1 CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project. DESIGN/BUILD FIRM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

21.3.2 DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all of its requirements; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN/BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

21.4 PUBLIC ENTITY CRIME ACT

DESIGN/BUILD FIRM shall execute the Public Entity Crime Act form included in this Bid.

21.5 SUBCONSULTANT

DESIGN/BUILD FIRM shall utilize the SUBCONSULTANTS identified in the proposal that were a material part of the selection of DESIGN/BUILD FIRM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of Contract Administrator prior to changing or modifying the list of SUBCONSULTANTS submitted by DESIGN/BUILD FIRM.

21.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest in it shall be assigned, transferred, or encumbered without the written consent of the other party and DESIGN/BUILD FIRM shall not subcontract any portion of the Work required by this Agreement except as authorized pursuant to Section 21.5.

DESIGN/BUILD FIRM represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination of those items, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed upon compensation.

DESIGN/BUILD FIRM shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of DESIGN/BUILD FIRM'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

21.7 REPRESENTATIVE OF CITY AND DESIGN/BUILD FIRM

21.7.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. Contract Administrator, upon DESIGN/BUILD FIRM's request, shall advise DESIGN/BUILD FIRM in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

21.7.2 DESIGN/BUILD FIRM shall inform the Contract Administrator in writing of DESIGN/BUILD FIRM's representative to whom matters involving the conduct of the Project shall be addressed.

21.8 ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

21.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity.

21.10 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by overnight courier or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

Owner's Representative:	Robert Baldwin, City Manager City of Dania Beach, Florida 100 West Dania Beach Blvd Dania Beach, FL 33004
Project Manager:	Dominic F. Orlando, P.E. Director of Public Services City of Dania Beach, Florida 100 West Dania Beach Blvd Dania Beach, FL 33004
City:	Thomas J. Ansbro City Attorney City of Dania Beach, Florida 100 West Dania Beach Blvd Dania Beach, FL 33004

FOR DESIGN/BUILD FIRM:

21.11 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by DESIGN/BUILD FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original TOTAL CONTRACT PRICE and any additions to it shall be adjusted to exclude any significant sums by which CITY determines the TOTAL CONTRACT PRICE was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

21.12 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

21.13 DESIGN/BUILD FIRM'S STAFF

DESIGN/BUILD FIRM will provide the key staff identified in their proposal for the Project as long as the key staff are in DESIGN/BUILD FIRM's employment. DESIGN/BUILD FIRM will obtain prior written approval of Contract Administrator to change key staff. DESIGN/BUILD FIRM shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If CONTRACT ADMINISTRATOR desires to request removal of any of DESIGN/BUILD FIRM's staff, CONTRACT ADMINISTRATOR shall first meet with DESIGN/BUILD FIRM and provide reasonable justification for removal.

21.14 DRUG-FREE WORKPLACE

It is a requirement of CITY that it enter into contracts only with DESIGN/BUILD FIRMS that certify the establishment of a drug-free work place in accordance with Chapter

21.31(a) of the Dania Beach Procurement Code. Execution of this Agreement by DESIGN/BUILD FIRM shall also serve as DESIGN/BUILD FIRM's required certification that it either has or that it will establish a drug-free work place. The DESIGN/BUILD FIRM shall execute the Drug-Free Workplace Certification Form included in the Contract Documents.

21.15 INDEPENDENT CONTRACTOR

DESIGN/BUILD FIRM is an independent Contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created by this Agreement. CITY does not extend to DESIGN/BUILD FIRM or DESIGN/BUILD FIRM's agents any authority of any kind to bind CITY in any respect whatsoever.

21.16 THIRD PARTY BENEFICIARIES

Neither DESIGN/BUILD FIRM nor CITY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

21.17 CONFLICTS

Neither DESIGN/BUILD FIRM nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DESIGN/BUILD FIRM's loyal and conscientious exercise of judgment related to its performance under this Agreement. DESIGN/BUILD FIRM agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding. In the event DESIGN/BUILD FIRM is permitted to utilize Subcontractors to perform any services required by this Agreement, DESIGN/BUILD FIRM agrees to prohibit such Subcontractors, by written contract, from having any conflicts as within the meaning of this section.

21.18 CONTINGENCY FEE

DESIGN/BUILD FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN/BUILD FIRM, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN/BUILD FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

21.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term of it.

21.20 COMPLIANCE WITH LAWS

DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

21.21 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

21.22 PRIORITY OF PROVISIONS

21.22.1 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached to this Agreement, any document or events referred to in this Agreement, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in Articles 1 through 21 of this Agreement shall prevail and be given effect.

21.22.2 In the event of a conflict among the Contract Documents, the most stringent requirement shall control.

21.23 TAXES

21.23.1 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

21.23.2 All such taxes that are required as of the time of Agreement execution shall be included in the TOTAL CONTRACT PRICE.

ARTICLE 22.0 GOVERNING LAW; CONSENT TO JURISDICTION

22.1 The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

ARTICLE 23.0 RIGHTS AND REMEDIES

23.1 Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

23.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

ARTICLE 24.0 INTEREST

24.1 Payments due and unpaid under the Contract Documents shall bear an interest charge equal to Eighteen percent (18%) per annum from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

ARTICLE 25.0
BINDING AUTHORITY

25.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 26.0
HEADINGS

Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

EXHIBIT 27.0
EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

EXHIBIT 28.0
SEVERABILITY

If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

EXHIBIT 29.0
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

EXHIBIT 30.0
WAIVER

Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year written above.

CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

Robert Baldwin, City Manager

ATTEST:

Louise Stilson, CMC, City Clerk

Approved For Form and Correctness:

Approved as to "Scope of Services"

By: _____
Thomas J. Ansbro, City Attorney

By: _____
Dominic F. Orlando, P.E.
Director of Public Services

_____, 20__.

_____, 20__.

CONTRACTOR:

DESIGN/BUILD FIRM:

WITNESSES:

Signature

Signature

Print Name

Print Name/Title

Signature

Print Name

(CORPORATE SEAL IF APPLICABLE)

STATE OF FLORIDA

CITY OF _____

The foregoing instrument was acknowledged before me on _____, 20____,
by _____ and _____, respectively, as
_____ and _____ of, _____ a _____
corporation, on behalf of the corporation. He/she/they is/are personally known to me or have
produced _____ as identification and they did (did not) take an oath.

NOTARY PUBLIC, State of Florida

My commission expires:

END OF AGREEMENT

Document 00510

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of _____, County of _____

On _____, 2011, before me personally appeared _____, an individual to me known and known to me to be the person described in and who executed the foregoing Agreement and acknowledged that (s)he executed it and that (s)he has the authority to do so.

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____ who
(check one) [] is personally known to me or [] has produced _____
as identification.

Notary Public, State of _____

My commission expires:

END OF ACKNOWLEDGMENT – INDIVIDUAL

Document 00520

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

State of _____, County of _____

On _____, 20____, before me personally appeared _____ to me known and known to me to be one of the members of the partnership of _____ described in and who executed the foregoing Agreement and acknowledged that (s)he executed it on behalf of the partnership and that the same is the act and deed of the partnership and that (s)he has the authority to do so.

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____ who (check one) ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____

My commission expires:

END OF ACKNOWLEDGMENT – PARTNERSHIP

Document 00530

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

State of _____, County of _____

On _____, 20____, before me personally appeared _____ to me known and who, being duly sworn, did depose and say that (s)he is the _____ of _____, the corporation described in and which executed the foregoing Agreement; that (s)he knows the seal of the corporation; that one of the impressions affixed to the Agreement is an impression of the seal; that (s)he is a proper official of the corporation designated to execute such Agreement; that (s)he has the authority to do so; that (s)he has executed same for and on behalf of the corporation; and that his/her act is the act and deed of the corporation.

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____ who (check one) ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____

My commission expires:

END OF ACKNOWLEDGMENT – CORPORATION

Document 00600

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Description (name and location):

City RFP No. 12-006

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____

See Page(s) _____

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

1. DEFINITIONS

- (A) Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to

which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- (B) Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) Contractor Default: Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) Owner Default: Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
- 2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
 - 3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
 - 4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - (A) The Owner has notified the Contractor and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received; and
 - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
 - 5. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
 12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature

Name

Title

SURETY

Company: (Corporate Seal)

Signature

Name

Title

END OF PERFORMANCE BOND

Document 00610

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Description (name and location):

City RFP No. 12-006

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond: None _____

See Page(s) _____

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

1. **DEFINITIONS**

- (A) Claimant: An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:

- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 6. If a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.
- 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
- 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the

Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by subparagraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature

Signature

Name

Name

Title

Title

END OF PAYMENT BOND

Document 00620

CERTIFICATES OF INSURANCE

(PLEASE INSERT CERTIFICATES OF INSURANCE HERE)

(PLEASE ENSURE PROJECT NAME IS LOCATED ON
CERTIFICATE OF INSURANCE)

Document 00630

CITY OF DANIA BEACH, FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

City Project: Bid No.: **City of Dania Beach Water Treatment Plant Upgrades**

City RFP No.: **12-006**

To the City of Dania Beach, Florida:

_____, acknowledges and agrees that as a Contractor for
(Name of Bidder)

the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, that it has the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act. of 1970 (“O.S.H.A.”), and all State and local safety and health laws and regulations, and the Contractor agrees to defend, indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees and agents against any and all legal liability or loss the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such acts, laws and regulations.

Contractor

Signature

Witness

Name (Print)

Witness

Title

_____, 2011.
Date

END OF O.S.H.A. STANDARDS' ACKNOWLEDGEMENT

Document 00640

HAZCOM TRAINING/INFORMATION

ARTICLE 1.0
TRAINING

- 1.1 This is to verify that I have been given training information as required by OSHA's Hazard Communication Standard. Training has included:
- (A) Potential chemical and physical hazards for the areas in which contract operations are being conducted.
 - (B) The location and availability of Material Safety Data Sheets.
 - (C) Detection of the presence of hazardous chemicals.
 - (D) Facility precautions and safety procedures.
 - (E) Emergency procedures in the event of accidental exposures to hazardous materials, including emergency telephone numbers and the location of safety equipment.
 - (F) Hazardous chemical labeling systems used in contracted work area.
 - (G) Directions to and appropriate locations for eating, drinking, smoking and sanitation facilities.

ARTICLE 2.0
INFORMATION

- 2.1 I understand that I may not bring onto the Project any substances considered hazardous without prior written consent of the City of Dania Beach.
- 2.2 I understand the method of disposal of any hazardous substance must be approved by the City of Dania Beach.
- 2.3 I have been given the locations in which contract operations will take place and I understand how to evacuate safely from the areas in the event of an emergency.
- 2.4 I have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

ARTICLE 3.0
CONTAMINATION, CLEAN-UP AND REMEDIATION

I understand that I will be responsible for any contamination and accidental exposures which I have caused during this Project, and that I shall be solely responsible for the notification, clean-up and remediation as prescribed by and in accordance with all applicable federal, state and local agencies having jurisdiction.

I have read and understand the above statements. I agree to perform all construction services in accordance with these statements and all governing laws and regulations.

Witnesses:

Contractor:

Signature

Name of Contractor

Print Name

Signature

Signature

Print Name, Title

Print Name

_____, 20____.

(CORPORATE SEAL)

END OF HAZCOM TRAINING/INFORMATION

00700

SUPPLEMENTAL CONDITIONS

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

WW-06f

Florida Department of Environmental Protection

Bureau of Water Facilities Funding

Supplementary Conditions

for

Formally Advertised

Construction Procurement

TABLE OF CONTENTS FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Article Number	Article Title	Page
1	DEFINITIONS	FDEP-4
2	PRIVITY OF AGREEMENT/CONTRACT	FDEP-6
3	PROCUREMENT REQUIREMENTS	FDEP-6
4	RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES	FDEP-7
5	CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS	FDEP-7
6	ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS	FDEP-7
7	BONDS AND INSURANCE	FDEP-8
8	AWARD OF AGREEMENT/CONTRACT	FDEP-9
9	CONTRACT TIME AND NOTICE TO PROCEED	FDEP-9
10	ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES	FDEP-9
11	AVAILABILITY OF LANDS	FDEP-10
12	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S)	FDEP-10
13	ENGINEER	FDEP-10
14	APPLICATIONS FOR PAYMENT	FDEP-10
15	ACCESS TO RECORDS	FDEP-10
16	ACCESS TO WORK SITE(S)	FDEP-10
17	MINORITY AND WOMEN'S BUSINESS ENTERPRISES	FDEP-11
18	VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)	FDEP-11
19	DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)	FDEP-13

20	EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)	FDEP-13
21	IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-02)	FDEP 15

Appendix Letter	Appendix Title	Page
A	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS	FDEP-16
B	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)	FDEP-18
C	GOALS AND TIMETABLES FOR MINORITIES AND FEMALES	FDEP-20
D	EQUAL OPPORTUNITY CLAUSE	FDEP-23
E	NOTICE TO BE POSTED	FDEP-25
F	STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)	FDEP-26
G	CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION	FDEP-31
H	CERTIFICATION OF NONSEGREGATED FACILITIES	FDEP-33
I	DAVIS – BACON REQUIREMENTS	FDEP-34

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Bond - An instrument of security.

1.1.8. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.9. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.10. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.11. Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.

1.1.12. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.13. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.14. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.1.17. Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and for which the Work is to be provided.

1.1.18. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.1.23. Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program), Florida Administrative Code.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy(policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum(addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

Advertisement for Bids:

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

Submission of Bids:

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

Opening of Bids:

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - BONDS AND INSURANCE

Bid Guarantees:

7.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

7.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the Florida Department of Environmental Protection.

Insurance:

7.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive

automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

7.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insureds or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

7.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents.

ARTICLE 8 - AWARD OF AGREEMENT/CONTRACT

8.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 9 - CONTRACT TIME AND NOTICE TO PROCEED

Contract Time:

9.1. The number of days within which, or the date by which, the Work is to be completed and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents.

Notice to Proceed:

9.2. The Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the Florida Department of Environmental Protection.

ARTICLE 10 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

10.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

10.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

10.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

10.1.3. The payment schedule is to show the Contractor's projected progress and final payments cumulatively by month.

ARTICLE 11 - AVAILABILITY OF LANDS

11.1. The Owner shall furnish all lands and shall obtain all rights-of-ways and easements upon which the Work is to be performed and furnished.

ARTICLE 12 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S)

12.1. The Owner shall obtain the appropriate Florida Department of Environmental Protection construction permit(s) required for the Work.

ARTICLE 13 - ENGINEER

13.1. The Owner shall employ a professional engineer registered in the State of Florida to oversee the Work.

ARTICLE 14 - APPLICATIONS FOR PAYMENT

14.1. The Contractor's applications for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 15 - ACCESS TO RECORDS

15.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are

pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of three years after receiving and accepting final payment under this Agreement/Contract.

ARTICLE 16 - ACCESS TO WORK SITE(S)

16.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection (FDEP), and the United States Environmental Protection Agency (USEPA) shall have access to the Work site(s) at any reasonable time. The Contractor shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the Owner, the FDEP, or the USEPA.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

ARTICLE 17 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

17.1. A goal of nine percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of three percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administrative and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

17.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

17.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the Work is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the Work.

ARTICLE 18 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

18.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

18.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

18.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

18.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

18.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

18.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier goods or services (including construction) subcontracts for any portion of the Work, it shall physically include in all such subcontracts the following provision:

18.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental

Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or services (including construction) subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 19 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

19.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

19.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

19.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

20.1. If the price of this Agreement/Contract exceeds \$10,000, the Contractor, and each construction subcontractor awarded a lower-tier construction subcontract with a price exceeding

\$10,000, shall comply with Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations (41 CFR Part 60).

20.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the following, all of which are applicable to this Agreement/Contract if the price of this Agreement/Contract exceeds \$10,000:

20.2.1. the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", which has been extracted from 41 CFR 60-4.2(d) and included as Appendix B to these Supplementary Conditions;

20.2.2. the "Goals and Timetables for Minorities and Females", which are included as Appendix C to these Supplementary Conditions;

20.2.3. the "Equal Opportunity Clause", which has been extracted from 41 CFR 60-1.4(b) and included as Appendix D to these Supplementary Conditions;

20.2.4. the "Notice to Be Posted", which has been extracted from 41 CFR 60-1.42(a) and included as Appendix E to these Supplementary Conditions;

20.2.5. the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", which have been extracted from 41 CFR 60-4.3(a) and included as Appendix F to these Supplementary Conditions;

20.2.6. the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is required by 41 CFR 60-1.7(b) and is included as Appendix G to these Supplementary Conditions; and

20.2.7. the "Certification of Nonsegregated Facilities", which is required by 41 CFR 60-1.8(b) and is included as Appendix H to these Supplementary Conditions.

20.3. If bidders or prospective contractors (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall physically include in all lower-tier construction subcontracts with a price exceeding \$10,000 and in all solicitations for such subcontracts the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", the "Goals and Timetables for Minorities and Females", the "Equal Opportunity Clause", the "Notice to Be Posted", the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", and the "Certification of Nonsegregated Facilities", which are included as Appendices B through H to these Supplementary Conditions.

20.4. If the price of this Agreement/Contract exceeds \$10,000, all bidders shall complete and submit to the Owner, with their bids, the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is included as Appendix G to these Supplementary Conditions. In addition, if bidders (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall obtain the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information" from each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so at the time bids or offers for each such subcontract are received or at the outset of negotiations for each such subcontract.

20.5. If the price of this Agreement/Contract exceeds \$10,000, the apparent Successful Bidder shall complete and submit to the Owner, within ten calendar days after being notified of being the apparent Successful Bidder, the "Certification of Nonsegregated Facilities", which is included as Appendix H to these Supplementary Conditions. In addition, if the Contractor, or any construction subcontractor at any tier, intends to let any lower-tier construction subcontracts for any portion of the Work, it shall obtain the "Certification of Nonsegregated Facilities" from each prospective construction subcontractor that will be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so before awarding each such subcontract.

20.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Florida Department of Environmental Protection (FDEP)/United States Environmental Protection Agency (USEPA), within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the FDEP/USEPA, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

**ARTICLE 21 - IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA
EXECUTIVE ORDER 11-02)**

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Owner shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Owner shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all persons employed by the Owner, during the term of this Agreement, to perform employment duties within Florida; and,
- all persons (including subcontractors and subrecipients) assigned by the Owner to perform work pursuant to this Agreement.

The Owner shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) The prospective lower-tier participant also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and
 - (c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

[Note: This notice has been extracted from 41 CFR 60-4.2(d) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order

and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is

(insert description of the geographical areas where the contract is to be performed giving the state,

county and city, if any)

APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

Appendix A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

Economic Areas

State	Goal (percent)
Florida	
041 Jacksonville, FL:	
SMSA Counties:	
2900 Gainesville, FL-----	20.6
FL - Alachua	
3600 Jacksonville, FL-----	21.8
FL - Baker, Clay, Duval, Nassau, St. Johns	
Non-SMSA Counties-----	22.2
FL - Bradford, Columbia, Dixie, Gilchrist,	
Hamilton, LaFayette, Levy, Marion, Putnam,	
Suwannee, Union; GA - Brantley, Camden,	
Charlton, Glynn, Pierce, Ware	
042 Orlando - Melbourne - Daytona Beach, FL:	
SMSA Counties:	
2020 Daytona Beach, FL-----	15.7
FL - Volusia	
4900 Melbourne - Titusville - Cocoa, FL-----	10.7
FL - Brevard	
5960 Orlando, FL-----	15.5
FL - Orange, Osceola, Seminole	
Non-SMSA Counties-----	14.9
FL - Flagler, Lake, Sumter	
043 Miami - Fort Lauderdale, FL:	
SMSA Counties:	
2680 Fort Lauderdale - Hollywood, FL-----	15.5
FL - Broward	
5000 Miami, FL-----	39.5
FL - Dade	
8960 West Palm Beach - Boca Raton, FL-----	22.4
FL - Palm Beach	
Non-SMSA Counties-----	30.4
FL - Glades, Hendry, Indian River, Martin,	
Monroe, Okeechobee, St. Lucie	

Economic Areas

State	Goal (percent)
Florida - continued	
044 Tampa - St. Petersburg, FL:	
SMSA Counties:	
1140 Bradenton, FL-----	15.9
FL - Manatee	
2700 Fort Myers, FL-----	15.3
FL - Lee	
3980 Lakeland - Winter Haven, FL-----	18.0
FL - Polk	
7510 Sarasota, FL-----	10.5
FL - Sarasota	
8280 Tampa - St. Petersburg, FL-----	17.9
FL - Hillsborough, Pasco, Pinellas	
Non-SMSA Counties-----	17.1
FL - Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Highlands	
045 Tallahassee, FL:	
SMSA Counties:	
8240 Tallahassee, FL-----	24.3
FL - Leon, Wakulla	
Non-SMSA Counties-----	29.5
FL - Calhoun, Franklin, Gadsden, Jackson, Jefferson, Liberty, Madison, Taylor	
046 Pensacola - Panama City, FL:	
SMSA Counties:	
6015 Panama City, FL-----	14.1
FL - Bay	
6080 Pensacola, FL-----	18.3
FL - Escambia, Santa Rosa	
Non-SMSA Counties-----	15.4
FL - Gulf, Holmes, Okaloosa, Walton, Washington	

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

EQUAL OPPORTUNITY CLAUSE

[Note: This clause has been extracted from 41 CFR 60-1.4(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this clause is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

NOTICE TO BE POSTED

[Note: This notice has been extracted from 41 CFR 60-1.42(a) and is the notice referred to in Paragraphs (1) and (3) of the "Equal Opportunity Clause"; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

**EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS
PROHIBITED
BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246**

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employers and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

2401 E Street NW, Washington, D.C. 20506
Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
U.S. Department of Labor, Washington, D.C. 20210

**APPENDIX F TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

[Note: These specifications have been extracted from 41 CFR 60-4.3(a) and are applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; these specifications are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are

assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents,

General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I _____ have / _____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I _____ have / _____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUPPLEMENTARY CONDITIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) (Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX I
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

Davis Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. EPA shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs

reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios

and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written

notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman=s hourly rate) specified in the contractor=s or subcontractor=s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice=s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee=s level of progress, expressed

as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the

meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job

classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

- 1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.
- 2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.
- 3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- 4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be

identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

Document 00800

ADDENDUM

END OF ADDENDUM

Document 00900

THIS INSTRUMENT PREPARED BY:

Thomas J. Ansbros, Esq.
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004

RETURN EXECUTED ORIGINAL TO:

RETURN A COPY TO:

City of Dania Beach, Florida

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

Address _____

As Principal, and _____

a corporation existing under the laws of the State of _____, and having complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, are held and firmly bound to the City of Dania Beach ("City"), a political subdivision of the State of Florida, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for which sum to be paid to City as obligee, the Principal and the Surety do bind themselves, their heirs, executors, administrators, successors, or assigns respectively, as the case may be, jointly and severally by these presents.

WHEREAS, the City requires a Warranty Bond ("Bond") in the amount of ten percent (10%) of the actual cost of the Work, to be posted with the City upon acceptance of said Work by the City ("Acceptance"); and

WHEREAS, in compliance with the Bond requirements, the Principal is required to furnish a good and sufficient bond from a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and materials which are found within one year of the date of the Acceptance of the Work, the date of Acceptance being _____20____;

NOW THEREFORE, the condition of this obligation is such that if the Principal, its successors, legal representatives or assigns shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and materials discovered within one year of the date of Acceptance of the Work, then this obligation shall be void; otherwise, it is to continue in full force and effect.

Prior to the end of 365 calendar days following the Acceptance of the Work warranted by this bond, the City Manager or designee shall inspect it for final release. If the investigation reveals any insufficiencies, the Principal shall be notified in writing, that the Work is unacceptable.

The Principal and the Surety, jointly and severally, agree that the City shall have the right to correct insufficiencies in design, workmanship and materials in the event the Principal should fail or refuse so to do within ninety (90) days after written notice by the City Manager or designee and, pursuant to public advertisement and receipt and acceptance of bids, as may be required by law cause insufficiencies in design, workmanship and materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable under this Bond to pay to and indemnify the City upon the correction of insufficiencies in design, workmanship and materials, the final total cost of which includes, but is not limited to, engineering, legal and contingent costs together with any damages, direct or consequential, which City may sustain on account of the failure of the Principal to comply with all of the requirements of this Bond.

In the event the CITY receives a notice of cancellation of this Surety Bond and a substitute form of security is not received by the CITY within sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions in this Bond shall apply.

Upon recommendation by the City Manager or designee for final acceptance and upon compliance by Principal with applicable conditions, as stated above, the City Manager or designee will then recommend to the City the release of this reduced bond.

IN WITNESS OF THE FOREGOING the above parties have executed this instrument by affixing their names and seals to it and caused their authorized representatives to sign this document on _____, 2011.

PRINCIPAL

ATTEST:

Secretary

President of PRINCIPAL
(Seal)

WITNESSES:

Signature

Print Name

Signature

Print Name

SURETY

Signed, Sealed and Delivered
In Presence of:

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____
Signature of Surety

Print Name of Surety

END OF WARRANTY BOND

Document 00910

COMPANY NAME

Original Executed
Bond received by: _____

**CERTIFICATION OF PAYMENT AND
PAY ESTIMATE APPROVAL FORM**

FOR: City of Dania Beach Water Treatment Plant Upgrades **PAY ESTIMATE #**

CONTRACTOR:

DATE:

OWNER: CITY OF DANIA BEACH, FLORIDA

CITY RFP NO. 12-006

CONTRACT AMOUNT:	\$	
NET CHANGE ORDER NO. ONE:	\$	0.00
CURRENT CONTRACT AMOUNT:	\$	
CONTRACT STARTING DATE:	CONTRACT TIME:	
CONTRACT TIME ADJUSTMENTS:	CURRENT CONTRACT TIME:	
TOTAL ELAPSED TIME:	AMOUNT COMPLETED:	\$0.00
% OF ELAPSED TIME:	RETAINAGE (10%):	-\$0.00
	(Subject to reduction as specified by	state law)
SCHEDULED COMPLETION:	SUB TOTAL:	\$0.00
ACTUAL CONTRACT PROGRESS:	PREVIOUS BILLINGS:	-\$0.00
SCHEDULED CONTRACT PROGRESS:	TOTAL AMOUNT DUE:	\$_____

CONTRACTOR'S CERTIFICATION

As the agent for the Contractor, I, the undersigned certify that this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title to all materials delivered under this Partial Payment Estimate and there are no vendors' claims, mechanics' claims, or other claims or rights to claims against this job, and that all previous

partial payments received under this contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Partial Payment requests.

COMPANY NAME

SIGNATURE

PRINT NAME/TITLE

DATE

In accordance with the contract, the undersigned approves the pay estimate submitted by the Contractor, subject to corrections, as noted on the Pay Estimate Form in the amount due as shown above.

APPROVED: _____

APPROVED: City of Dania Beach

By: _____

By: _____

END OF CERTIFICATION OF PAYMENT AND PAY ESTIMATE APPROVAL FORM

Document 00920

CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned (name of individual) _____ as
(title) _____ of (name of contractor) _____ for and in
consideration of the payment of the sum of \$_____, receipt of which is acknowledged,
does waive, release, remise and relinquish the undersigned's right to demand, impress or impose
a claim or claims in the sum of \$_____ for materials, labor or both furnished up to
_____, 200____, on the following described project:

This is a Partial Release of Claim by the undersigned for materials, labor or both furnished up to
the date mentioned and shall not operate to waive any claim of the undersigned for any sum in
excess of the sum mentioned, nor for any materials, labor or both furnished after the date
mentioned, as this is only a partial release of claim.

The undersigned further acknowledges, that the undersigned may not impose a lien or liens on
City-owned property, and to the extent the undersigned may have such lien rights, the
undersigned waives, releases, remises and relinquishes such lien rights.

IN WITNESS OF THE FOREGOING, I, _____
have set my hand and seal on _____, 20____.

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Signature

PRINT Name/Title

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____
who (check one) [] is personally known to me or [] has produced _____
as identification.

Notary Public, State of _____

Print or Type Name of Notary Public

My commission expires:

END OF CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM

Document 00930

CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned (name of individual)_____ as
(title.)_____ of (name of contractor)_____ for and in
consideration of the payment of the sum of \$_____, receipt of which is acknowledged,
releases and relinquishes any and all right to any claim or claim rights for work done, material(s)
furnished, labor performed and for any incidental expense against the following described
project:

City of Dania Beach Water Treatment Plant Upgrades

or in otherwise improving the project situated as described above.

I also certify that all persons, firms or corporations doing work upon, furnishing materials,
supplies and labor for the improvements at the project described above have been paid in full and
that there are no unpaid claimants in connection with the project.

I further certify that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act),
as amended, have been paid and discharged.

The undersigned further acknowledges that the undersigned may not impose a lien or liens on
City-owned property, to the extent the undersigned may have such lien rights, the undersigned
waives, releases, remises and relinquishes such lien rights.

IN WITNESS OF THE FOREGOING, I, _____ have set my
hand and seal on _____, 20____.

WITNESSES:

CONTRACTOR:

Signature

Signature

PRINT Name

PRINT Name/Title

Signature

PRINT Name

STATE OF _____)
) ss:
COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by _____
who (check one) [] is personally known to me or [] has produced _____
as identification.

Notary Public, State of _____

My commission expires: _____

Print or Type Name of Notary Public

END OF CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM

DOCUMENT 00940

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

Bond _____

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No. 12-006

(Name, Address) _____

TO: City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, FL 33004

CONTRACT FOR:

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

_____, SURETY COMPANY

on bond of (here insert name and address of contractor)

_____, CONTRACTOR

approves of the payment in the amount of \$_____ as final payment to the Contractor, and agrees that payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, FL 33004, OWNER

as set forth in the Company's bond.

IN WITNESS OF THE FOREGOING, the Surety Company has set its hand on _____,
20____.

Surety Company

Signature of Authorized Representative

Title

DOCUMENT 00950
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. General provisions of Contract, including General and Supplemental Conditions.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

1.02 SECTION INCLUDES

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Final cleaning.

1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases affording the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
 - 5. Submit record drawings, maintenance manuals, and similar final record information.
 - 6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

- B. When the Contractor considers the Work to be substantially complete, Contractor shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, the Engineer will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. Should the Engineer determine that the Work is not substantially complete, Engineer will advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Contractor must pay the Engineer its hourly rate for any further inspections.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, Contractor shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and ensure that the list has been endorsed and dated by the Engineer.
 - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 - 5. Submit consent of surety to final payment.
 - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items the completion of which has been delayed because of circumstances acceptable to the Engineer.
 - 1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If necessary, the reinspection process will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

- A. Maintain at the site one complete set of record documents; protect them from deterioration and loss in a secure, fire-resistant and water-resistant location.
 - 1. Provide access to record documents for the Engineer's reference during normal working hours.
 - 2. Label each document "PROJECT RECORD" in 2-inch high printed letters.
 - 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related Change Order numbers where applicable.
 - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

The record drawings shall correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information which shall be verified and certified by an independent Professional Land Surveyor registered in the State of Florida. The drawings shall be neat and legible. Show all elevations and horizontal control of all pipes and structures, as defined below:

- a. Record Drawings Submittal Requirements: Record drawings to be submitted shall consist of:
 - 1) Three sets of signed and sealed sets of prints.
 - 2) Electronic file in AutoCAD version 13 or later.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 - 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
 - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 - 2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
 - 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- G. At Contract closeout, deliver one copy of Record Documents to Engineer for Owner. Accompany submittal with transmittal letter in duplicate containing the following information:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.

4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

PART 2 - PRODUCTS (If Applicable)

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION PROJECT CLOSEOUT

Document 00960

**CLOSEOUT PACKAGE CHECKLIST
CITY OF DANIA BEACH**

1. One (1) complete set of “Record Drawing” Mylars showing the original design and “As-built” data
2. Three (3) sets of Record Drawing prints, signed and sealed
3. Two (2) copies of all test results, bacteriologic results and density testing results
4. Two (2) computer “Record Drawing” construction drawing files on 3½” floppy disks (AUTOCAD version 13.0 or later)
5. Two (2) copies of Releases of Liens and No-Lien Affidavits
6. One (1) original and one (1) copy of Warranty Bond

EXHIBIT A

CONTRACT TIMES

A. Design Services. Unless otherwise agreed to in writing by the parties, the Design Services, if any, shall be commenced pursuant to a Notice to Proceed from the City's Project Representative to Contractor's Project Representative and completed within Three Hundred Sixty Five (365) days from the date set forth in it. Time is of the essence in the performance of the Design Services.

B. Construction Work. Unless otherwise agreed to in writing by the parties, the Construction Work shall be commenced pursuant to a Notice to Proceed issued by the City's Project Representative to Contractor's Project Representative with Substantial Completion to occur within One Hundred Eighty (180) days after issuance of such Notice. Pursuant to Section 7.4 of the Agreement, Final Completion shall occur within thirty (30) calendar days following Substantial Completion. Time is of the essence in the performance of the Construction Work.

C. Liquidated Damages. Pursuant to Section 7.6 of the Agreement, if the Contractor shall neglect, fail, or refuse to complete the Work by the applicable Substantial Completion Date or the applicable Final Completion Date, subject to any proper extension granted by City, then the Contractor agrees to pay to City, or to cause the Contractor's surety to pay to City, Liquidated Damages in the amount of (a) Five Hundred and No/100 Dollars (\$500.00) per diem commencing upon the first day following expiration of the Substantial Completion Date and continuing until the actual date of Substantial Completion, and (b) Five Hundred and No/100 Dollars (\$500.00) per diem commencing upon the first day following expiration of the Final Completion Date and continuing until the actual date of Final Completion as applicable.

EXHIBIT B

CHANGE ORDER

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20__

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is amended to include the items set forth on Attachment "A" attached and by this reference made a part of this document.

This Change Order constitutes full, final, and complete authorization for compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced change(s) in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Guaranteed Maximum Price of \$_____ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced change(s). Except as modified by this document, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized under this document. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth in it.

CONTRACTOR: CITY OF DANIA BEACH, a Florida
Municipal corporation

By: _____

By: _____
Robert Baldwin, City Manager

Authorized by action of City

Name: _____

Title: _____

Commission of the City of Dania Beach on _____, 20__.

EXHIBIT C

REQUEST FOR PAYMENT

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20____

Invoice #: _____

Date: _____

Application is made for payment as shown below, in connection with the Contractor Agreement (additional sheets are attached to provide a complete breakdown of the requested payment):

1. Guaranteed Maximum Price	\$ _____
2. Net Change by Change Orders	\$ _____
3. Guaranteed Maximum Price to date (Line 1 + 2)	\$ _____
4. Total Completed and Stored to date	\$ _____
(see continuation sheet)	
5. Retainage to date (see continuation sheet)	\$ _____
6. Total Earned less Retainage (Line 4 less Line 5 total)	\$ _____
7. Less Previous Requests for Payment	\$ _____
(line 6 from previous Request)	
8. Current Payment Due	\$ _____
9. Balance to Finish (Line 1 less Line 4)	\$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Request for Payment has been completed in strict accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Requests for Payment were issued and payment received from the City and that the current payment requested represents a just estimate of reimbursements to the contractors, subcontractors, materialmen, vendors, and suppliers for Work performed and material delivered. The Contractor further certifies that there are no known mechanic's or materialmen's liens outstanding at the date of this request, that all due and payable bills with respect to the Work and materials have been paid to date or are included in the amount requested and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanic's or materialmen's liens on the Work, and that waives from all

contractors, subcontractors, materialmen, vendors and suppliers have been obtained in such form as required by the Contractor Agreement.

CONTRACTOR:

By:_____

Name:_____

Title:_____

EXHIBIT D

CERTIFICATE OF SUBCONTRACTOR & FINAL WAIVER OF LIEN

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20____

The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:

I am the _____ of the corporation or other entity identified below as the Subcontractor, which entity has executed the attached Release and Waiver, and I certify that the Subcontractor has paid all employees, contractors and materialmen in full for all labor and materials supplied by them to, for or under the Subcontractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date of this document.

On behalf of and in the name of the Subcontractor, I further covenant, warrant and represent that should any claim or lien be filed against the City of Dania Beach, a Florida municipal corporation (the "City"), or the Project, the real property upon which the Project is located or against the Contractor for material or labor supplied by, to, for or under the Subcontractor in connection with the Subcontractor's participation in the construction of the Project, the Subcontractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, pursuant to Florida Statutes, for the release of such lien, and obtain settlement of any such liens and furnish the City and the Contractor a signed instrument fully releasing any such liens. The Subcontractor further agrees to fully indemnify and hold harmless the City, its agents and employees, and the Contractor, its sureties, agents and employees, for any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Subcontractor.

I further certify on behalf of and in the name of the Subcontractor that the Subcontractor has complied with all federal, state and local tax laws, including social security laws, and unemployment compensation laws and Workers' Compensation laws, insofar as same are applicable to the performance of the Subcontractor's obligations in connection with the Project.

THAT the undersigned Subcontractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and materials supplied prior to, through and including the date of this release, and in connection with the Project, which Project is owned by the City, does fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the City, the Project, the real property upon which the Project is located and any

and all other property owned by the City, in connection with labor, supplies, Materials and services supplied by the undersigned to the Project prior to and through the date of this document; and

THAT the undersigned Subcontractor does acknowledge and represent that:

1. Through the date of this document, the undersigned has received total payments in the amount of \$_____ for labor and materials supplied to or for the Project; and
2. The undersigned Subcontractor acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and materials supplied by the undersigned to or for the Project prior to, through and including the date of this document.

This instrument has been executed on _____, 20__.

SUBCONTRACTOR:

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

This instrument was acknowledged before me on _____20__, by _____ who [] is personally know to me or [] produced _____ as identification.

Notary Public: _____

(name typed)

My Commission Expires: _____

EXHIBIT E

CERTIFICATE OF CONTRACTOR & FINAL WAIVER OF LIEN

TO: City of Dania Beach

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20____

The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:

I am the _____ of the corporation or other entity identified as the Contractor, which entity has executed the attached Release and Waiver, and I certify that the Contractor has paid all employees, subcontractors and materialmen in full for all labor and materials supplied by them to, for or under the Contractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date of this document.

On behalf of and in the name of the Contractor, I further covenant, warrant and represent that should any claim or lien be filed against the City of Dania Beach, a Florida municipal corporation (the "City"), or the Project, the real property upon which the Project is located or any other property owned by the City of Dania Beach for material or labor supplied by, to, for or under the Contractor in connection with the Contractor participation in the construction of the Project, the Contractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, for the release of such lien, and obtain settlement of any such liens and furnish the City a signed instrument fully releasing any such liens. The Contractor further agrees to fully indemnify and hold harmless the City, its agents and employees, from any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Contractor.

I further certify on behalf of and in the name of the Contractor that the Contractor has complied with all federal, state and local tax laws, including social security laws, and unemployment compensation laws and Workers' Compensation laws, insofar as same are applicable to the performance of the Contractor's obligations in connection with the Project.

THAT the undersigned Contractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and materials supplied prior to, through and including the date of this release, and in connection with the Project, which Project is owned by the City, does fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the City, the Project, the real

property upon which the Project is located and any and all other property owned by the City, in connection with labor, supplies, Materials and services supplied by the undersigned to the Project prior to and through the date of this document; and

THAT the undersigned Contractor does acknowledge and represent that:

1. Through the date of this document, the undersigned has received total payments in the amount of \$_____ for labor and materials supplied to or for the Project; and
2. The undersigned Contractor acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and materials supplied by the undersigned to or for the Project prior to, through and including the date of this document.
- 3.

This instrument has been executed on _____, 20__.

CONTRACTOR:

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

This instrument was acknowledged before me on _____, 20__, by _____ who signed it on behalf of the corporation identified above and who [] is personally know to me or [] produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My Commission Expires:

EXHIBIT F

CERTIFICATE OF CONTRACTOR & PARTIAL WAIVER OF LIEN

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20____

The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:

I am the _____ of the corporation or other entity identified as the Contractor, which entity has executed the attached Release and Waiver, and I certify that the Contractor has paid all employees, subcontractors and materialmen in full for all labor and materials supplied by them to, for or under the Contractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date of this document.

On behalf of and in the name of the Contractor, I further covenant, warrant and represent that should any claim or lien be filed against the City of Dania Beach, a Florida municipal corporation (the "City"), or the Project, the real property upon which the Project is located or any other property owned by the City of Dania Beach for material or labor supplied by, to, for or under the Contractor in connection with the Contractor participation in the construction of the Project, the Contractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, for the release of such lien, and obtain settlement of any such liens and furnish the City a signed instrument fully releasing any such liens. The Contractor further agrees to fully indemnify and hold harmless the City, its agents and employees, from any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Contractor.

I further certify on behalf of and in the name of the Contractor that the Contractor has complied with all federal state and local tax laws, including social security laws, and unemployment compensation laws and Workers' Compensation laws, insofar as same are applicable to the performance of the Contractor's obligations in connection with the Project.

THAT the undersigned Contractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and materials supplied prior to, through and including the date of this release, and in connection with the Project, which Project is owned by the City, does fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the City, the Project, the real property upon which the Project is located and any and all other property owned by the City, in connection with labor, supplies, Materials and

services supplied by the undersigned to the Project prior to and through the date of this document; and

THAT the undersigned Contractor does acknowledge and represent that:

4. Through the date of this document, the undersigned has received total payments in the amount of \$_____ for labor and materials supplied to or for the Project; and
5. The undersigned Contractor acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and materials supplied by the undersigned to or for the Project prior to, through and including the date below, it being understood that retainage in the amount \$_____ of is being withheld pursuant to the terms of the Agreement.

This instrument has been executed on _____, 20__.

CONTRACTOR:

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

This instrument was acknowledged before me on _____, 20__, by _____ who signed it on behalf of the corporation identified above and who [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

PRINTED Name of Notary Public

My Commission Expires:

EXHIBIT G

CERTIFICATE OF SUBCONTRACTOR & PARTIAL WAIVER OF LIEN

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20__

The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:

I am the _____ of the corporation or other entity identified below as the Subcontractor, which entity has executed the attached Release and Waiver, and I certify that the Subcontractor has paid all employees, contractors and materialmen in full for all labor and materials supplied by them to, for or under the Subcontractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date of this document.

On behalf of and in the name of the Subcontractor, I further covenant, warrant and represent that should any claim or lien be filed against the City of Dania Beach, a Florida municipal corporation (the "City"), or the Project, the real property upon which the Project is located or against the Contractor for material or labor supplied by, to, for or under the Subcontractor in connection with the Subcontractor's participation in the construction of the Project, the Subcontractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, pursuant to Florida Statutes, for the release of such lien, and obtain settlement of any such liens and furnish the City and the Contractor a signed instrument fully releasing any such liens. The Subcontractor further agrees to fully indemnify and hold harmless the City, its agents and employees, and the Contractor, its sureties, agents and employees, for any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Subcontractor.

I further certify on behalf of and in the name of the Subcontractor that the Subcontractor has complied with all federal, state and local tax laws, including social security laws, and unemployment compensation laws and Workers' Compensation laws, insofar as same are applicable to the performance of the Subcontractor's obligations in connection with the Project.

THAT the undersigned Subcontractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and materials supplied prior to, through and including the date of this release, and in connection with the Project, which Project is owned by the City, does waive and release any and all liens, claims, actions, and demands, and all rights to same, against the City, the Project, the real property upon which the Project is located and any and all other

property owned by the City, in connection with labor and services supplied by the undersigned to the Project prior to and through the date of this document; and

THAT the undersigned Subcontractor does acknowledge and represent that:

1. Through the date of this document, the undersigned has received total payments in the amount of \$_____ for labor and materials supplied to or for the Project; and
2. The undersigned Subcontractor acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and materials supplied by the undersigned to or for the Project prior to, through and including the date of this document, it being understood that retainage in the amount of \$_____ is being withheld pursuant to the terms of the Agreement.

This instrument has been executed on _____, 20__.

SUBCONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

This instrument was acknowledged before me on _____, 2011, by _____ who [] is personally know to me or [] produced _____ as identification.

NOTARY PUBLIC

PRINTED Name of Notary Public

My Commission Expires:

EXHIBIT H

LABOR AND MATERIAL PAYMENT BOND

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20____

STATE OF FLORIDA)
COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS: That _____, a Florida corporation of the County of Broward, and State of Florida, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as surety on bonds, as Surety, are held and firmly bound to the City of Dania Beach, a Florida municipal corporation (the "City"), as obligee, in the sum of _____ Dollars (\$_____) for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally:

WHEREAS, the Principal has entered into a certain Contractor Agreement with the City, dated _____, 2011, for the Project of Re-roofing City Hall and Fire Station No. 1 Buildings (the "Agreement"), which Agreement is by reference made a part of this document as fully and to the same extent as if copied at length in it.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the Agreement; and
2. Pays the City all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings, that the City sustains because of default by Principal under the Agreement;

Then this bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Agreement, contract documents, plans, specifications or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Agreement or with the changes do not affect Surety's obligations under this Bond, and Surety does waive notice of any

such changes, extensions of time, alterations or additions in or under the Agreement, contract documents, plans, specifications and drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, or Section 255.05, Florida Statutes, whichever or both as may be applicable.

IN WITNESS OF THE FOREGOING, the Principal and Surety have signed and sealed this instrument this on _____, 20____.

PRINCIPAL:

a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

SURETY:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I

NOTICE TO PROCEED

TO: City of Dania Beach, Florida

PROJECT: City of Dania Beach Water Treatment Plant Upgrades

City RFP No.: 12-006

CONTRACTOR: _____

DATE: _____, 20__

You are notified that the Contract Times under the Agreement for the above Project will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Sections 4 and 6 of the Agreement, the dates of Substantial Completion and completion and readiness for final payment (Final Completion) are _____, 20__ and _____, 20__ (____/____ days respectively).

Before you may start any Work at any Site, Section 11 of the Agreement requires you to deliver to the City, which shall be listed as an additional named insured, Certificates of Insurance that you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

(if necessary, add other requirements)

CITY'S PROJECT REPRESENTATIVE

AUTHORIZED SIGNATURE

TITLE

EXHIBIT J

**CONSTRUCTION EXPERIENCE OF KEY PERSONNEL OF YOUR ORGANIZATION
WHO WILL BE WORKING ON THIS PROJECT**

Name

Name

Title

Title

Education

Education

Years With This Organization

Years With This Organization

Professional/Trade Experience

Professional/Trade Experience

Name

Name

Title

Title

Education

Education

Years With This Organization

Years With This Organization

Professional/Trade Experience

Professional/Trade Experience

EXHIBIT K

PROPOSAL TENDER FORM

PROPOSAL/TENDER FORM

Date submitted: _____

City of Dania Beach, Florida
100 West Dania Beach Blvd
Dania Beach, FL 33004

City RFP No. 12-006

FROM: _____

DATE: _____

Name and address of City person in charge of the Project is: _____

Dear (City person in charge of the Project):

The undersigned, as Proposer, hereby declares that the only persons interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this proposal or in the Design-Build contract to be entered into; that this Proposal is made without connection with any person, firm, or parties making a proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

Proposer further declares that it has examined the site of the work and informed itself fully of all conditions pertaining to the place where the work is to be done; that it has examined this Proposal and all addenda thereto furnished before the opening of this Proposal, as acknowledged below; and that it is satisfied about the work to be performed and all other information required in the Proposal.

Proposer agrees, if this Proposal is accepted, to contract with the City of Dania Beach, a political subdivision of the State of Florida, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to design and construct the Project within the time limits specified in the Design-Build contract.

Proposer certifies that no principals or corporate officers of the Design-Build firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two (2) years from doing business with CITY; except as stated below:

The services to be furnished by us are declared and guaranteed to be in conformance with the specifications of the City.

The undersigned agree that if this Proposal is accepted by the City, we will execute the contract and present the same to the City for approval within forty-five (45) days after being notified of the awarding of the contract.

The undersigned further agree that failure to execute and timely deliver the contract, will result in termination of negotiations with us.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Proposal:

Proposer shall acknowledge this Proposal by signing and completing the information requested in the space provided below.

Name of Proposer: _____

City/State/Zip: _____

Telephone No.: _____

Federal ID No. _____ Dunn & Bradstreet No. (If Applicable)

If Proposer is a partnership, name and addresses of partners:

WITNESSES:

PROPOSER:

Signature

PRINT Name

Title: _____

Signature

PRINT Name

_____, 20____.

EXHIBIT L

DRUG-FREE WORKPLACE CERTIFICATION FORM

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- (5) Notifying the City of Dania Beach in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

_____, 20__.

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of
_____ known to me to be the person described herein, or who produced
_____ (Type of Identification) as
identification, and who did/did not take an oath.

Notary Public, State of

Print or Type Name of Notary Public

My commission expires:

EXHIBIT M

PROPOSER QUESTIONNAIRE

In order to properly evaluate the submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

1. How long has Proposer's organization been in business?

2. State the true, exact, correct and complete name of the partnership, corporation or trade name under which Proposer is or intends to do business and the address of Proposer's principal place of business. (If a corporation, state the name of the president and corporate secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

- 2.1 The legal name of Proposer is (if a d/b/a, indicate same):

- 2.2 The Design-Build firm is a ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other, if so explain _____

- 2.3 The address of Proposer's principal place of business is:

- 2.4 The names of Proposer's corporate officers, partners, or individuals doing business under a trade name, are as follows:

- 2.5 List all other businesses that have included Proposer's principals or officers.

- 2.6 List all bankruptcy petitions which have been filed by Proposer, its parent or subsidiaries or predecessor organizations during the past FIVE (5) years. Include the disposition for any such petition.

- 2.7 List all Performance or Payment Bond claims paid by your surety(ies) during the last FIVE (5) years. The list should include claims against the Bond of Proposer, its parent or subsidiaries or predecessor organizations.

- 2.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against Proposer or its predecessor organization(s) during the last FIVE (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

- 2.9 Has Proposer, its principals, officers or predecessor organization(s) been debarred or suspended from bidding or proposing on a procurement project by any government during the last TEN (10) years? If yes, provide details.

3. Project Management and Staffing Plan:

Submit an outline of the elements and organizational structure of the team established by Proposer to manage this Project. This shall include the administrative operation, technical operation, preparation and design of project documents, construction administration, and key personnel and their area of responsibility. (Limit to TWO (2) pages including organizational chart.)

4. On a separate sheet, provide evidence of Proposer's satisfactory completion of similar projects within the past FIVE (5) years; the number of similar projects completed on time

and within the proposed budget, especially Multi-purpose centers, community centers, public buildings (of this category) projects; contract amount. If any of Proposer's projects were completed on time as a result of a time extension, indicate same. (Limit FIVE (5) pages; do not include individual resumes.)

5. Proposer's experience and examples in scheduling large/complex projects, including FIVE (5) project specific references.

(Add additional sheet(s) if needed.)

6. Has Proposer ever failed to complete work awarded to it? If so, where and why?

7. Proposer's history of interaction with citizen groups impacted by previous projects.

(Add additional sheet(s) if needed.)

8. List FIVE (5) references for which Proposer has performed work pursuant to number 5 above.

9. List the following information concerning all Proposer's contracts in progress as of the date of submission of this STEP I submittal and completed projects over the last FIVE (5) years. (In case of any co-venture, list the information for all co-venturers.)

<u>% of</u> <u>Name of Project</u> <u>to Date</u>	<u>Total Contract</u> <u>Owner</u>	<u>Contracted Date</u> <u>Value</u>	<u>Completion</u> <u>of Completion</u>
---	---------------------------------------	--	---

10. Has Proposer or Proposer's representative inspected the proposed Project site?
Check below.

☐ Yes ☐ No

11. Statement of Objectives:

Provide a statement which addresses why Proposer is the best position to advance CITY's objectives to successfully complete a well planned, well constructed, functional project within budget and within specific time constraints.

12. Provide information regarding the working relationship and history of Proposer's Design-Build firm and its individual team members.
13. Has the proposer been involved in the design and/or construction of a LEED certified project? List the names of any LEED accredited professional team member that may be involved in the project. List extent of LEED experience.

EXHIBIT N

HOURLY WAGES FOR DESIGN SERVICES

Insert Wage Rates from Contractor

EXHIBIT O

SCHEDULE

Insert CPM Schedule from Contractor

EXHIBIT P

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project Title: City of Dania Beach Water Treatment Plant Upgrades
City RFP No: 12-006

No.	DESIGN/BUILD FIRM Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT Q

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, CITY's Design Build Agreement requires submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

A. General Requirements:

1. All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by the DESIGN/BUILD ARCHITECT/ENGINEER shall be accomplished and developed using computer-aided design and drafting (CADD) and other software and procedures conforming to the following criteria.

B. CADD Graphic Format:

1. Provide all CADD data in Autodesk, Inc.'s AutoCAD release 2007 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CADD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.
2. Target platform: Pentium IV personal computer with either a Windows XP operating system.
3. Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the Contract Administrator's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.
4. The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of the DESIGN/BUILD FIRM to ensure this level of compatibility.
5. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database.
6. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
7. All database tables: conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

C. CADD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch sheets.
 2. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
 3. Layering:
 - a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
 4. Attribute Definitions:
 - a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
 5. Submit a written request for approval of any deviations from the Contract Administrator's established CADD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with CITY's uses and information systems.
 6. No deviations from the Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- D. Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.
- E. Non-Graphic Format:
1. Provide word processing files in Microsoft Word 2002 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
 2. Provide spreadsheet files in Microsoft Excel 2002 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

3. Provide database files in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

F. Delivery Media and Format:

1. Submit copies of all CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
2. Provide electronic digital data and files shall be provided on 5-1/4-inch ISO-9660 CD-ROM. Floppy discs, ZIP discs and other miscellaneous media will not be accepted.
3. The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD system.
4. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames.
5. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Ensure that drawing sheets, viewports, paperspace, lineweights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.

- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by the DESIGN/BUILD FIRM or not provided among the Contract Administrator-furnished materials. The DESIGN/BUILD FIRM shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

G. Drawing Development Documentation:

1. Provide the following information for each finished drawing in the nonplot layer X-_____-NPLT:
 - a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d. Layer assignments and lock settings.
 - e. Text fonts, line styles/types used, and pen settings.

H. Submittal:

1. Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (e.g., disk, tape), along with the total number being delivered, and a list of the names and descriptions of the files on each one.

- b. Brief instructions for transferring the files from the media.
- c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
- d. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - 3) List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.
 - 4) List of all new symbol blocks created for project, which was not provided to the Design/Build Architect/Engineer with the Contract Administrator-furnished materials.
 - 5) List of any non-IGES crosshatch/patterns used.
 - 6) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which was not provided to the Design/Build Architect/Engineer with the Contract Administrator-furnished materials, and any associated properties.
 - 7) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - 8) Recommended modifications which will be necessary to make the data available for GIS use.

I. Ownership:

- 1. CITY will have unlimited rights under the Design Build Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.

2. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the DESIGN BUILD ARCHITECT/ENGINEER except where otherwise limited within the Contract.
3. The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
4. All text, electronic digital files, data, and other products generated under this contract shall become the property of CITY except where otherwise limited within the Contract.

J. Contract Administrator-Furnished Materials to the DESIGN/BUILD FIRM:

1. The Contract Administrator and DESIGN BUILD ARCHITECT/ENGINEER may make various electronic information available to the DESIGN/BUILD FIRM during the Pre-Construction and Construction phases of the Project. To this end, the DESIGN BUILD ARCHITECT/ENGINEER shall make the following information available to the DESIGN BUILD FIRM in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of the DESIGN BUILD ARCHITECT/ENGINEER's work in progress may be provided to the DESIGN/BUILD FIRM or other CITY consultant on an as required basis. DESIGN BUILD ARCHITECT/ENGINEER shall cooperate and facilitate the exchange of these electronic media documents.
 - b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, the DESIGN BUILD ARCHITECT/ENGINEER will provide the DESIGN/BUILD FIRM one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the DESIGN/BUILD FIRM's option. Make electronic file drawings available on CD ROM media.

K. Other Digital Information:

1. A variety of digital information may be generated by participants in the design process including the Contract Administrator, Design Criteria Professional, the DESIGN BUILD ARCHITECT/ENGINEER, subconsultants, DESIGN/BUILD FIRM, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
3. The DESIGN BUILD ARCHITECT/ENGINEER shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

End of Electronic Media Submittal Requirements

FORMS REQUIRED FOR BIDDING PURPOSES

00420	*BID FORM
00430	*ACKNOWLEDGMENT OF INSPECTION
00440	*PUBLIC ENTITY CRIMES STATEMENT
00450	*NON-COLLUSION AFFIDAVIT
00460	*CONFORMANCE WITH FLORIDA TRENCH SAFETY ACT
00470	*INDEPENDENCE AFFIDAVIT

ADDITIONAL DOCUMENTATION

1. List Proposer's history of all citations and violations, notices and dispositions of environmental regulations.
2. Submit standard federal form SF330, Architect-Engineer Qualifications. Insurance Certificate
3. General Contractor's License. Note that the licensing requirement for the above referenced project is as follows:

STATE: General Contractor
 Or
 Building Contractor

COUNTY: General Contractor Class "A"
 (Must be State Registered)

 Building Contractor Class "B"
 (Must be State Registered)

4. Corporation Documentation